HONG KONG Q-MARK FOOD CERTIFICATION SCHEME

Administrative Regulations

Hong Kong Q-Mark Council
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Administrative Regulations

1 Introduction

1.1 The Hong Kong Q-Mark Product Certification Scheme of food product is an independent product certification program for food product in Hong Kong.

1.2 This Scheme is a System 5 product certification scheme as refer to ISO/IEC 17067 in accordance with ISO/IEC 17065, which includes initial assessment of quality and production systems, initial plant inspection and product testing, reassessment of License quality and production systems, followed by periodic surveillance visits and regular audit testing that takes into account the License quality system and the testing of samples.

1.3 This document aims to introduce administrative requirements of the Product Certification Scheme.

1.4 A Licensee shall be liable for and shall indemnify the Hong Kong Q-Mark Council, Federation of Hong Kong Industries (hereby named as "the Council") (together with any person at any time employed by the Council) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Council whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against the Council by a third party claiming relief against the Council by reason of:

1. the certification of a Business under the HK Q-Mark Product Certification Scheme;
2. the manufacture, use or sale of any products or the provision of any services by reference to the HK Q-Mark logo or a Business's certification under the HK Q-Mark Product Certification Scheme.

1.5 The scope of the certification is a legally enforceable agreement between the certification body and all the sites of the licensees covered.

1.6 This scheme shall be operated by the holder of the HK Q-Mark License (known as the "Licensee") during the period of its validity unless the Licensee has given to the Council written notice of intention to change or discontinue any of the specified procedures, requirements or tests and these received written notice of approval by the Council of such.

2 Scope

The Hong Kong Q-Mark Product Certification Scheme of food product accepts application from all applicants including manufacturers, importers, distributors and retailers.

The Hong Kong Q-Mark Product Certification Scheme of food product is intended for the audit and certification of the food product, which ensure the safety of products during manufacturing of food product.

3. General Definition

The definitions and interpretations used in this document shall be as indicated below:

3.1 “Administrative Regulations” means the regulations which set out basic Administrative Requirement for the Scheme.

3.2 “Applicant” means an individual, firm or company who has formally undergoing application of product certification.

3.3 “Assessment” means an in-depth appraisal of an Applicant's or a Licensee's quality and technical system at a Plant to assess compliance with the Regulations. It is classified as Certification, Surveillance and Recertification assessments.

3.4 “Audit Testing” means sampling and testing of product which are ordered by an assessment team during an assessment. In Certification, Surveillance and Recertification Assessments, food product sample shall be sampled and tested for audit testing. The testing and compliance standards shall be confirmed by the assessment team in considering the Regulations of this Scheme. The test shall be conducted by an independent HOKLAS or its MRA partners accredited laboratory and the result shall be produced in a HOKLAS endorsed test report or equivalent. Where appropriate, the Council shall arrange a second sampling and duplicate product testing for the failed test item.

3.5 “Auditor” means a nominee of the Council appointed to carry out assessments. Auditors are classified as Lead Auditors or Auditors.

3.6 “Certificate of Conformity” means the certificate issued by the Council to confirm certification of an Applicant or a Licensee in respect of a particular product manufacturing plant.

3.7 “Certification” means acceptance by the Council, on the basis of assessments, that the Applicant or the Licensee complies with the Regulations for a particular product.

3.8 “Certification Mark” means the Certification logo which the Licensee is authorized to use. The use of this logo should be in accordance with the Regulations.

3.9 “Concerning Areas” means areas which are not nonconformities and corrective actions are not mandatory. However, the assessment team judges by their experience that these are potential problem areas which may deserve attention.

3.10 “Council Members Committee” or simply “Council Members” is the management committee of Hong Kong Q-Mark Council, the decision making body of the Hong Kong Q-Mark Council with the authority to manage the operation of Hong Kong Q-Mark Product Certification Schemes on behalf of the Federation of Hong Kong Industries. It is also a decision making board of Hong Kong Q-Mark Council to deliberate and grant a Certification.

3.11 “Critical Non-conformity” means significant deviations of products from specified requirements in the Regulations, or the absence of, or failure to implement and maintain, a series of required quality management system elements, or a situation which would, on the basis of available objective evidence raise highest degree of doubts to the conformity of the product that the Licensee produces.

3.12 “Licensee” means an Applicant who has achieved Product Certification Scheme.

3.13 “Major Non-conformity” means deviation of products from specified requirements in the Regulations, or the absence of, or failure to implement and maintain, one or more required quality management system elements, or a situation which would, on the basis of available objective evidence raise serious doubts to the conformity of the product that the Licensee produces.

3.14 “Minor Non-conformity” means failure to meet one requirement of the Regulations, required quality management system elements and/or this Product Certification Scheme or other necessary reference documents, and which is considered NOT to constitute a risk to the quality of food product.

3.15 “Non-seasonal product” means the production period of the food product are not limited at a specific period for each year.

3.16 “Open Market Testing” means sampling and testing of food product which are ordered by an assessment team between the 13th to 24th months after the certification. The food product sample shall be sampled from the open market. The testing and compliance standards shall be confirmed by the assessment team in considering the Regulations of this Scheme. The test shall be conducted by an independent HOKLAS or its MRA partners accredited laboratory and the result shall be produced in a HOKLAS endorsed test report or equivalent.

3.17 “Plant Register” means the register of certified Plant maintained by the Council of all Plants which have attained Certification and are currently certified.

3.18 “Product Certification Scheme”, or simply “Scheme”, means the product conformity certification scheme for the certification of the production of the product. The Scheme is owned and administrated by Federation of Hong Kong Industries (FHKI).

3.19 “Purchaser” means an individual, firm or company who entered into a contract with Licensee to purchase certified products.

3.20 “Quality Assurance” means all the activities and functions concerned with the attainment of the quality of food product.

3.21 “Quality Control” means the operational techniques and activities that sustain the quality of food product.

3.22 “Quality Documentation” means the document describing the Applicant's or Licensee’s structures, resources, procedures and methods which together ensure that the Applicant or Licensee can meet the requirements of the Scheme.

3.23 “Quality Records” means the records required by the Licensee’s Quality Documentation to be kept by the Licensee to meet the requirements of the Regulations.

3.24 “Quality System Management Office” means a location at which a Licensee's quality and production records are maintained.

3.25 “Seasonal product” means the production period of the food product are lower than six months at a specific period for each year.

3.26 “Technical Expert” means the person who provides specific knowledge or expertise to the audit team.

3.27 “Technical Committee” means the committee nominated under manufacturer, suppliers, users, testing body and subject expert are responsible for the drafting, amendment and maintenance of the Product Certification Scheme document.

3.28 “Technical Regulations” means the regulations which set out the technical requirements of the Scheme.

4. Procedures for Application and Certification

4.1 Application

4.1.1 For consideration to certify the food product, an Applicant shall:

1. complete and submit the application form prescribed by Council;

2. pay the appropriate fee;

3. provide the Quality Documentation and related documentations for Assessment;

4. nominate a person to be the management representative and the Applicant's formal contact point with the Council;

5. quality records are documented for at least three months;

6. valid certificate of quality system in accordance with ISO 9001 or ISO 22000 requirements.

4.2 Certification Assessment Cycle

4.2.1 The Certification assessment cycle after application review shall include initial certification assessment, surveillance assessment and recertification assessment.

4.2.2 Four classifications of findings:

1. **No nonconformity**, no deviations of products from specified requirements in the Regulations.

2. **Minor nonconformity**.

3. **Major nonconformity**.

4. **Critical nonconformity**.

4.2.3 Follow-up actions of the findings after assessment:

1. **Minor nonconformity**: Proposed corrections and corrective actions, which to the judgment of the assessment team, shall be stated to rectify the nonconformities in the system after successful

implementation. The time limit for the receipt of the written reply shall be one month after notification of assessment result. Note that corrections and corrective actions do not have to be implemented before the providing the plan to the Council. Minor nonconformities shall be audited on the next subsequent Surveillance Assessment.

2. **Major nonconformity**: A written response with satisfactory details about the proposed corrections and corrective actions, shall rectify the nonconformities in the system after successful implementation. The time limit for the receipt of the written reply shall be one month after notification of certification assessment result. Corrections and corrective actions shall be implemented within two months or such less time as the assessment team may decide.

3. **Critical nonconformity**: There are two circumstances. (1) For certification assessment, the Applicant shall be required to re-apply for Certification after corrections and corrective actions has been implemented. (2) For Surveillance assessment or Recertification assessment, the certification shall be suspended. The Licensee shall rectify the nonconformities in the system in accordance with the relevant procedures stated in the Regulations within the time limit decided by the assessment team.

5. Certification Assessment and Granting

5.1 Certification Assessment

5.1.1 On receipt of an application, an assessment team consisting of a Lead Auditor, with or without Auditor(s)/ Technical Expert(s) shall assess the quality and technical document for compliance with the Scheme and arrange to perform on site assessment of the Quality System Management Office and Manufacturing Plant.

5.1.2 Certification Assessment shall comprise the following:

1. On site assessment of the Quality System Management Office and Manufacturing Plant.

2. Manufacturing Plant. The assessment team shall assess the plant and equipment including the product and the operation of the relevant sections regarding the quality and technical systems conforming to the Scheme.

3. Quality System Management Office. The assessment team shall assess the quality system relating to the Plant by an assessment of quality and production records.

4. Evaluation of the results of production testing. The assessment team shall assess the quality control system by carrying out an evaluation of quality control (QC) testing results covering a minimum of three months. The assessment team shall also examine relevant quality and production records to confirm the output of quality control systems and hence authenticate the conformity of the food product to the specified criteria in the Schemes.

5. Audit Testing.

5.1.3 On completion of the Factory Assessment, the assessment team shall notify the Applicant the type of nonconformities found and obtain the Applicant's acknowledgement of these. The assessment team shall indicate orally the recommendations for Factory Assessment or otherwise.

5.1.4 There are three possible certification recommendations:

1. **Certification shall be recommended** to the Council Members Committee for certification decision. The Plant and its associated Quality System Management Office comply with the Regulations with **no nonconformity**. Some Concerning Areas may be given for the improvement of the quality and technical systems.

2. **Certification shall be conditionally confirmed**, that includes

i. **A number of minor nonconformities** exist which do not cumulatively indicate a major failure of the quality management system and product quality, or failed test result is obtained at any one of the test items of product testing. The Council shall arrange a second sampling and duplicate product testing for the failed test item. Certification shall also be recommended if all the test item(s) is passed for the second product testing.

And / Or

ii. **A major nonconformity**, certification shall NOT be recommended until the major nonconformity has been rectified from the system within the time frame specified by the assessment team and a satisfactory re-assessment has been carried out. If the Applicant is not ready for the follow up assessment within six months, the application shall be considered unsuccessful. A new application shall be required.

3. **Certification is NOT success**. A **critical nonconformity** or **a number of systematic major nonconformities** exist which cause a ruin the quality management system and product quality, or any one of the test item was failed at both first and second product testing. The Applicant shall re-apply for Certification after corrections and corrective actions have been implemented.

5.2 Certification Granting

5.2.1 On receipt of the assessment team's written recommendation and compliance test result for product testing, the Council Members Committee shall decide to grant Certification or otherwise based on the decision made by the Council Members Committee.

5.2.2 A Certificate of Conformity shall be issued to the Applicant for that Plant.

5.2.3 Details of the product manufacturer together with its locations and details of the certified Plant shall be included on the Plant Register published at Hong Kong Q-Mark Product Certification’s website or equivalent means.

5.2.4 Where an application for participation in this Scheme is rejected or Certification is refused, the Applicant shall have the right of representation to an appeal committee in accordance with the Council’s regulations.

5.2.5 For traceability of records, Council is responsible to keep the following documents for at least 5 years after the expiry of the certification of food product.

1. Application documents;

2. Certification assessment records;

3. Certification documents;

4. Surveillance assessment records;

5. Re-certification assessment records and documents;

6. Suspension and withdrawal of certification records; and

7. Complaint and investigation records.

5.2.6 Documents from Council shall not be transferable to another Certification Body for products conformity certification.

6. Certificate of Conformity and Certification Mark

6.1 Application of HK Q-Mark Logo

6.1.1 The HK Q-Mark logo shall only be marked to the articles specifically listed on the License or an endorsement thereto and which meet the requirements of the Scheme. All necessary steps shall be taken by the Licensee to ensure that any articles not meeting the prescribed requirements do not bear the HK Q-Mark logo.

6.1.2 The application of HK Q-Mark logo shall be associated with the corresponding license number(s) to the packaging boxes, inner and outer cartons of the products by printing, molding, name plate or any other means to be approved by the Council. Before putting into use, the said design shall obtain prior approval from the Council.

6.1.3 Any licensee who has withdrawn from the Scheme voluntarily or is revoked of the right to use HK Q-Mark by the Council shall immediately stop using the HK Q-Mark logo on its products.

6.1.3.1 The licensee shall take effective measures to ensure that the HK Q-Mark logo shall not be used in production lines.

6.1.3.2 Any labels or materials with the HK Q-Mark logo shall be disposed as soon as possible. The licensee shall also ensure that the finished products with the HK Q-Mark logo, whether they are in the warehouse or in the market, are dealt with effectively so that they do not infringe the trademark of HK Q-Mark.

6.1.3.3 The licensee shall ensure that the HK Q-Mark logo is not used in any promotional materials.

6.1.3.4 The licensee shall immediately return the HK Q-Mark licenses to the Council. In any event, these licenses should reach the Council within one month's time.

6.2 Use of HK Q-Mark Logo and/ or message

6.2.1 All types of advertisements and/or commercials, whether they be on television, newspaper, magazine, poster, catalogue, banner, or packaging, which carry HK Q-Mark logo and/or messages, shall obtain the approval of the Council prior to releasing them to the public.

6.2.2 The Licensee shall submit to the Council the method in which to use the HK Q-Mark:

1. On the licensed article itself
2. in sales literature, and
3. in all forms of advertising.

The submission shall include all qualifying wording and illustrations.

6.2.3 Where the licensee article is subject to a warranty or guarantee, the Council shall be advised by the Licensee of the terms of the warranty or guarantee and its duration.

7. Obligations of Licensees

7.1 Manufacturers who are authorized to use the HK Q-Mark are required, under the conditions governing the use of the HK Q-Mark License, to abide by this Scheme.

7.2 The quality and technical documentations of Licensee shall be applied to the registered plant producing food product within the Scheme.

7.3 The Licensee shall operate a quality management system in accordance with ISO 9001 or 22000. The Licensee shall also comply with this Regulation.

7.4 The Licensee shall afford an assessment team full assistance and cooperation during any assessments, producing documentation and Quality Records when requested, allowing an assessment team to have free access to the plant and quality records and assisting with audit testing as necessary.

7.5 The Licensee shall not sub-contract the production of food product unless specific prior approval has been obtained from Council. Such approval shall only be given if the proposed sub-contractor is also a Licensee and the Purchaser has been informed of and agreed with the sub-contract arrangement.

7.6 The Licensee may use the Certification Mark "Hong Kong Q-Mark Product Certification Scheme Logo" as described above but shall not use it in a manner that may bring the Scheme or the Council into disrepute.

7.7 The Licensee shall keep Council informed in writing of any changes in its circumstances which may affect Certification. Such changes include:

1. Changes in ownership or name.

2. The resignation of its management representative or company directors.

3. Changes in the Quality Documentation or significant items in its Plant.

4. Changes of the location of the Plant and/or Quality System Management Office.

5. Closure of a manufacturing Plant.

7.8 The Licensee shall give the Council written notice of intention of change in design or material used in manufacture. The Council shall justify the necessity of additional product tests due to the change. The HK Q-Mark logo shall not be applied to articles incorporating such changes in design or material unless written approval has been given by the Council.

7.9 The Licensee shall notify the Council of any alternations to methods used in the inspection or testing of the licensed article or to changes made in the location of the premise(s) in which the licensed articles are produced, inspected and/or tested. The Council shall justify the necessity of additional factory assessment and/or product tests due to alternation.

7.10 The Licensee shall keep a list of its purchasers who purchased the certified food product for the purpose of recall when necessary. An identification system (i.e. RFID, 2d Bar Code or similar equivalent) should be in place to ensure that any products to be recalled, where necessary, could be located easily.

7.11 The Licensee shall provide the Council with the name or name(s) and title(s) of the person or persons within the Licensee's manufacturing premises who have been delegated with the responsibility of ensuring that all requirements relating to the Scheme are met. Any changes in such personnel shall be immediately notified, and in any case within one month, in writing to the Council.

7.12 Adequate supervision shall be exercised at all stages of manufacture and on the finished articles to ensure that the entire production covered by the HK Q-Mark License meets the requirements of the Scheme at the time the article is offered for ex-factory.

7.13 The Licensee should arrange a periodic evaluation, including provision for quality documents, and access to the relevant location, area and personnel and investigation of complaints.

7.14 If the Licensee provides any copies of the certification documents to others, the documents shall be reproduced in their entirety.

8. Surveillance Assessment and Recertification Assessment

8.1 Continual Periodical Assessments

8.1.1 The Council shall, from time to time, send audit team to the Licensee's manufacturing premises for the purpose of verifying that the HK Q-Mark is being properly used and that the obligations imposed are being carried out.

8.1.2 The audit team shall review the quality records and the production line of Licensee and shall sample products for third party testing.

8.2 Frequency and Purpose of Surveillance Assessment

8.2.1 The frequency of Surveillance Assessments for the first three-year Certification and subsequent Certification cycles shall be:

1. Seasonal food product: once for every year.

2. Non-seasonal product: once for every six months.

Surveillance Assessments shall comprise the followings:

1. Manufacturing Plant. The surveillance assessment team shall assess plant and equipment including the calibration of such plant and equipment and the operation of the relevant sections of the Licensee's quality and technical documentations conforming to the product scheme.

2. Quality System Management Office. The surveillance assessment team shall assess the quality system relating to the Plant by an assessment of the quality and production records.

3. Evaluation results of production testing. The surveillance assessment team shall assess and evaluate the results of all quality control tests since the previous assessment. The surveillance team shall also examine relevant quality records to confirm the output of control systems and hence authenticate the conformity of food product to the specified criteria in the Regulations.

4. Audit testing.

The Council shall not provide any detailed product test report to a Licensee in order to maintain integrity and independence of the Scheme.

8.2.2 Other Surveillance Assessments shall be made for follow up assessment purposes following a report of major or critical nonconformities. Such assessments may require either:

1. A partial assessment to confirm that nonconformities have been corrected; or

2. A full assessment to confirm compliance with the Regulations.

8.3 Conclusions from Surveillance Assessment

8.3.1 On completion of each Surveillance Assessment and compliance test result for product testing, the surveillance assessment team shall report the type of nonconformities found and obtain the Licensee's acknowledgement of these. The surveillance assessment team shall indicate with a written recommendation for compliance of certification or otherwise.

8.3.2 There are four possible recommendations:

1. **Certification should be confirmed.** The Plant and its associated Quality System Management Office comply with the Regulations with no nonconformity. Some Concerning Areas may be given for the improvement of the quality and technical systems.

2. **Certification shall be conditionally confirmed,** that includes:

i. **a number of minor nonconformities** exist which do not cumulatively indicate a major failure of the quality management system and product quality, or failed test result is obtained at any one of the test items of product testing. The Council shall arrange a second sampling and duplicate product testing for the failed test item. Certification shall also be recommended if all the test item(s) is passed for the second product testing.

And / Or

ii. **A major nonconformity** exists, certification shall NOT be recommended until the major nonconformity has been rectified from the system within the time frame specified by the assessment team and a satisfactory re-assessment has been carried out. If the Licensee is not ready for the follow up assessment within six months, the application shall be considered unsuccessful. Suspension of certification shall be required.

3. **Suspension of Certification is recommended** if a critical nonconformity or a number of major nonconformities exist(s), the licensee shall rectify the nonconformities within the time frame specified by the surveillance assessment team. Surveillance assessment team shall assess the corrections and corrective actions to ensure proposed actions are effectively implemented before reinstatement of the Certification.

4. **Withdrawal of Certification** is recommended. A critical nonconformity or a number of major nonconformities have not been rectified in the system in accordance with the relevant procedures stated in the Regulations or if the Licensee is persistently failing to comply with its obligation under this Scheme.

8.4 Open Market Testing

8.4.1. The assessment team shall take random representative samples from open market between the 13th to 24th months after successful certification from the open market. The test of the Applicant's product shall be carried out by an independent HOKLAS or its MRA partners accredited laboratory and the results produced in an endorsed test report. Testing activities would be outsourced to external accredited laboratory.

8.4.2 The Council shall arrange a second open market sampling and duplicate product testing for the failed test item.

8.4.3 Upon decision of the Council, the recall of the product may be recommended if any one of the test item was failed at both first and second product testing. Traceability system should follow the requirement of 7.10.

8.4.4 Open market product sample(s) shall be purchased at retail level or equivalent.

8.4.5 When serious nonconformities are found in the open market sample, the Licensee shall be able to identify any indication of deficiency in the distribution channels / process, and take effective measure to rectify the identified deficiency.

8.5 Recertification Assessment

8.5.1 The duration of a Certification is three years. Recertification Assessment shall be carried out at every third year of each three-year Certification cycle. The Recertification Assessment shall be carried out as if it is an initial Certification Assessment.

8.5.2 The recertification assessment shall be carried out:

1. at least one month in advance the expiry date of seasonal product certification.
2. at least two months in advance the expiry date of non-seasonal product certification.

9. Suspension and Withdrawal of Certification

9.1 On receipt of an adverse Assessment report and recommendation from the assessment team on any Plants or associated Quality System Management Office, the Council Members Committee shall decide or otherwise that the Certification for the Plant shall be suspended or withdrawn.

9.2 If the Licensee is temporarily unable to comply with the requirements of this Scheme at any time, or failing systematically to comply with the Scheme either by reason of suspension of Certification for the majority of its Plant or by reason of its failure to comply with its obligations under the Scheme, then

The Licensee could voluntary suspension the certification or the Council reserves the right to suspend the Certification and require the Licensee to discontinue the use of the HK Q-Mark logo, until compliance is again achieved.

9.3 If the Certification is suspended in accordance with Clause 9.2, a full Certification Assessment of the Licensee's Plant under the Scheme shall be required within six months after the suspension of Certification is made before reinstatement of Certification can be recommended.

9.4 If, upon an assessment following suspension in accordance with Clause 9.3, a major nonconformity has been identified in the system or if the Licensee is persistently failing to comply with his obligations under the Scheme, then the Council may, in its absolute discretion, withdraw all the Certificates of Conformity of the Licensee.

9.5 In the event of suspension or withdrawal of the product certification of a Licensee, the Council may publish such decisions at official web-site of FHKI, the Council may reserve the right for publishing any decisions reinstating of Certification.

9.6 Upon withdrawals of the Certification of Conformity, the Licensee shall call back all products which fail systematically to comply with the Scheme.

9.7 The valid period of a Q-Mark license is three year from the date of issuance. Any licensee who wishes to withdraw her license can only do so when the license expires. In addition, the licensee shall abide by the payment terms as set in clause 17

10. Information on Certified Manufacturers

10.1 Upon the request of any purchasers, end users or any concerned parties of the certified food products, the Council shall provide verbal and, if requested, written confirmation of the status of any licensee or Plant under its register.

10.2 Any announcement or confirmation of the suspension or withdrawal of Certification shall state the reasons for such suspension or withdrawal.

11. Appeals against Decisions

11.1 The Applicant or Licensee shall have the right of appeal within three months against any decisions of the Council. Details of the appeal procedure are given in the Council's regulations.

11.2 Appeals Procedure shall be proceeded within 30 days of receipt of the appeal notice from the Applicant, and the Applicant shall be given at least 7 days' notice of the time and place of such a meeting. The decision after the majority of the Appeals Procedure shall be final and shall be released within 7 calendar days.

12. License Renewal

12.1 The Licensee shall renew her licenses before expiry date so that the Council has enough time to process the license renewal procedure. Failing to do so, the Licensee may not be able to renew her licenses timely, which may lead to suspension of the licenses concerned.

13. Changes in the Regulation

13.1 The Council shall notify the Licensee of any changes in the applicable regulation and specification, and shall give the Licensee such time as, in the opinion of the Council, is reasonable in which to adjust the Licensee's processes and related procedures where necessary, and obtain the approval of the Council for such adjustments.

13.2 The Licensee shall comply with the new requirements in relation to revision of standard and statutory requirement in at a period of time to be specified by the Council.

14. Registration of Complaints

14.1 The Licensee shall maintain a single register in which details of all complaints, whether verbal or written.

14.2 For each complaint the register shall list the following:

1. Full details of the nature of the complaint;
2. Identity of complainant;
3. The number of defective articles involved and wherever possible, their identification cord;
4. Action taken to rectify the defect where appropriate;
5. Advice as to whether the defective article is before expire date;
6. Action taken to prevent the re-occurrence of similar defect(s).

The Licensee shall ensure that this register is available for inspection by audit team of the Council.

15. Confidentiality

15.1 Licensee shall disclose to the assessment team for the purposes of Assessments all information or records connected with the Scheme.

15.2 The assessment team and the Council shall not disclose information or records obtained from Licensee except as may be permitted by the Council's regulations.

16. Sub-Contractors

16.1 The employment or use by the Licensee of any subcontractor to manufacture the licensed product shall be subject to approval by the Council. The Licensee shall be held responsible at all times for the performance of approved sub-contractors.

16.2 The Licensee shall provide the Council with a complete list of subcontractors engaged in the manufacture of the licensed articles. This list shall include the name of the sub-contracting firm; the name of the responsible person within the sub-contracting firm; the address of the manufacturing premises.

17. Payment to fees

17.1 The Licensee shall pay an annual fee to Council for each Certification. The Licensee shall also pay an initial assessment fee and all subsequent fees to Council for assessment, surveillance and re-assessment.

17.2 The Licensee shall pay all fees in connection with inspection, testing and administration, as shall from time to time be determined by the Council to be fair, having regard to the costs relating to the maintenance of the license.

17.3 If for any reason, the license is suspended, withdrawn, cancelled or revoked, the Licensee shall have to pay all fees for the entire valid licensed period under the license. The whole amount should be settled within one month from the date of withdrawal / suspension / cancellation.

18. Exclusion of Liability

The Council shall not be liable to a Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the certification of a Licensee under the Hong Kong Q-Mark Product Certification Scheme or the sale of products or rendering of services to the public by a Licensee (whether or not by reference to the HK Q-Mark logo) and notwithstanding the generality of the foregoing the Council expressly exclude liability for consequential loss or damage suffered by a Licensee including any loss or damage resulting from claims brought by any clients or customers of a Licensee, or for loss of profit, business, revenue, goodwill or anticipated savings.

Subject to above paragraph, above all conditions and warranties on the part of the Council implied by the statute, common law or otherwise are expressly excluded.