

**SCHEME OF SUPERVISION AND CONTROL
RELATING TO
THE USE OF HONG KONG Q-MARK**

**PART 1: GENERAL REQUIREMENTS OF OBLIGATIONS APPLYING TO
ALL LICENSEES**

GENERAL

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 of Supervision and Control.

This Scheme of Supervision and Control is divided into three parts as follows:

- Part 1** - General requirements of obligations applying to all licensees. All requirements of Part 1 will be applied to all HK Q-Mark Licensees and specific clauses are included in Part 2 for each licensee.
- Part 2** - Specific quality system requirements applying to each individual licensee, which relate to production of a category of products.
- Part 3** - Specific product requirements applying to each type of products under each license.

1.1 BY THE LICENSEE

1.1.1 GENERAL

This scheme of supervision and control (consisting of Parts 1, 2 and 3) 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 HK Q-Mark 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.

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 applicable standards and specifications at the time the article is offered for sale.

The HK Q-Mark shall only be applied to the articles specifically listed on the License or an endorsement thereto and which meet the requirements of the License. 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.

1.1.2. CHANGES IN DESIGN OR MATERIALS

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 extra 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.

1.1.3. APPLICATION OF HK Q-MARK LOGO.

The licensee shall apply the Q-Mark logo 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 Q-Mark Council.

Any licensee who has withdrawn from the Q-Mark Scheme voluntarily or is revoked of the right to use Q-Mark by the Council shall immediately stop using the Q-Mark logo on its products. The licensee shall take effective measures to ensure that the Q-Mark logo will not be used in production lines. Any labels or materials with the Q-Mark logo shall be disposed as soon as possible. The licensee shall also ensure that the finished products with the 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 Q-Mark. The licensee shall also ensure that the Q-Mark logo is not used in any promotional materials. Lastly, the licensee shall immediately return the Q-Mark licenses to the Council. In any event, these licenses should reach the Council within one month's time.

1.1.4. USE OF HK Q-MARK LOGO AND/OR MESSAGE

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

1.1.5. CHANGES IN PLANT

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.

1.1.6 SUB-CONTRACTORS

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.

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.

1.1.7 PERSON RESPONSIBLE FOR THE HK Q-MARK LICENSE

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 conditions relating to the use of the HK Q-Mark are met.

Any changes in such personnel shall be immediately notified, and in any case within one month, in writing to the Council.

1.1.8 REGISTER OF COMPLAINTS AND KNOWN DEFECTIVE PRODUCTS

The Licensee shall maintain a single register in which details of all complaints (whether verbal or written) and known defects on licensed articles shall be recorded.

NOTE: "Known defective product" refers to a licensed article which has been inspected and tested to be satisfactory by the manufacturer but found to be nonconforming after it has been sold or issued for sale.

For each complaint the register shall list the following:

- a) Full details of the nature of the complaint;
- b) Identity of complainant;
- c) The number of defective articles involved and wherever possible, their serial numbers;
- d) Action taken to rectify the defect where appropriate;
- e) Advice as to whether the defective article is under warranty;
- f) Action taken to prevent the re-occurrence of similar defect(s).

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

Notification shall be given in writing to the Council of any defective products bearing HK Q-Mark logos. Wherever possible prior verbal notification shall also be given.

1.1.9 COMPENSATION TO COMPLAINANTS

The Licensee shall compensate a complainant's defective product(s) with good unit(s) or other means if such defective product(s) is/are found to be the Licensee's manufacturing fault.

1.1.10 APPROVAL OF METHOD IN WHICH THE HK Q-MARK IS USED

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

- a) On the licensed article itself
- b) in sales literature, and
- c) in all forms of advertising.

The submission shall include all qualifying wording and illustrations.

1.1.11 WARRANTIES OR GUARANTEES

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.

1.1.12 INDEMNITY

A Business shall be liable for and will 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:

- a) the certification of a Business under the HK Q-Mark Scheme;
- b) 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 Scheme.

1.1.13 LICENSE RENEWAL

The Licensee shall renew her licenses at least one month before expiry date so that the Council has enough time to process her request. Failing to do so, the Licensee may not be able to renew her licenses timely, which may lead to suspension of the licenses concerned. Besides, a late submission fee of HK\$1,000 shall be levied.

1.1.14 PAYMENT OF FEES

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. 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.

1.2 BY THE HK Q-MARK COUNCIL

1.2.1. FACTORY SURVEILLANCES

The Council shall, from time to time, send inspectors 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. The inspector will review the quality records and the production line of Licensee and will sample products for third party testing.

1.2.2. DISCLOSURE OF TEST RESULTS

The Council will not provide any detailed report of product type test or monthly product test to a Licensee in order to maintain integrity and independence of the HK Q-Mark Scheme.

1.2.3 CHANGES IN STANDARD

The Council shall notify the Licensee of any changes in the applicable standards 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.

The Licensee shall comply with the new requirements in relation to revision of a standard at a period of time to be specified by the HK Q-Mark Council.

1.2.4 EXCLUSION OF LIABILITY

The Hong Kong Q-Mark Council, Federation of Hong Kong Industries (hereby namely "the Council") shall not be liable to a Business for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the certification of a Business under the Hong Kong Q-Mark Scheme or the sale of products or rendering of services to the public by a Business (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 Business including any loss or damage resulting from claims brought by any clients or customers of a Business, 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.

1.2.5 SUSPENSION

If the Licensee is temporarily unable to comply with the requirements of this Scheme, the Council reserves the right to require the Licensee to discontinue the use of the HK Q-Mark, until compliance is again achieved.

1.2.6 WITHDRAWAL/CANCELLATION OF LICENSE

If withdrawal / cancellation of the license comes into question, the necessary time of notice prior to the withdrawal / cancellation will differ due to the situation that causes it.

Depending on the reason for the withdrawal / cancellation, the following schedule of notice will be followed:

SITUATION REQUIRING THE DISPATCH OF NOTICE THAT CAN LEAD TO WITHDRAWAL OR CANCELLATION	DAYS OF NOTICE PRIOR WITHDRAWAL OR CANCELLATION
Licensee's wish to withdraw:	To be specified by the HK Q-Mark Council
The HK Q-Mark Council determines that the product is hazardous:	Immediate action
Violation of an existing standard for reasons other than safety:	Maximum 30 days
Non-payment of charges to the HK Q-Mark Council:	Maximum 30 days
Failure to meet the Scheme of Supervision and Control:	Maximum 30 days

*1:- The valid period of a Q-Mark license is one 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 1.1.14.

*2:- After the licensee has signed the license renewal form agreeing to renew the license for another year, the licensee shall abide by the payment terms as set out in clause 1.1.14. The licensee cannot withdraw her license prior to the expiry date of her license.

1.2.7 APPEAL / DISPUTE

All disputes that may arise in connection with this Scheme of Supervision and Control are to be settled in accordance with the appeal procedures of the HK Q-Mark Scheme.