

GENERAL RULES FOR PRODUCT CERTIFICATION

The Malaysian Timber Industry Board has approved these general rules, MTIB-CB-RC-01, Issue on 30 August 2021.



**Malaysian Timber Industry Board
Certification Body**



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1.0 INTRODUCTION

These General Rules for product certification describe the product certification procedure of MTIB. These Rules have been developed in accordance with the requirements of ISO/IEC 17065 (Conformity assessment – Requirements for body certifying products, processes and services), as well as the requirements of the Department of Standards Malaysia. These Rules apply to national product certification, both voluntary and that based on authority regulations, as well as to product certification in connection with international recognition.

All organisations have equal rights to apply for certification from MTIB. The basis for certification is the same for all applicants and certificate holders in each product certification scheme.

MTIB acts in conformance with international requirements and regulations for certification bodies, and guarantees the competence, impartiality, confidentiality and independence of its certification activities. Confidentiality is maintained by its employees, auditors and technical specialists keeping confidential any relevant documentation/information which they become acquainted with as a result of their contact with organisations during the certification process. Relevant employees, auditors and technical specialist are required to sign and conform to a Confidentiality Agreement which always assures the confidentiality of the organisation's documentation/information.

The product certificate issued gives an organisation the right to use MTIB's certification mark on certified products. The certificate holder is always responsible for the conformity of its products with the relevant product standard & all certification requirements. Product certification does not decrease this responsibility.

2.0 OBJECTIVES

The objectives of MTIB's Product Certification Scheme are as follows:

- a) To operate the certification in an appropriate, clear, transparent and non-discriminatory manner.
- b) To comply with domestic certification systems and to keep pace with the industrial development.
- c) To assist the Malaysian timber industry in complying with the domestic market requirements.
- d) As in the case of all chemicals, the wise use of formaldehyde together with the respect of formaldehyde emission standards and exposure limits are the means for safeguarding the worker and consumer health and quality of life levels

3.0 SCOPE

MTIB Rules of Certification covers:

- i. Plywood Certification Standard
- ii. Product Certification on Formaldehyde Emissions from Wood Based Panel Products

4.0 PRODUCT CERTIFICATION SCHEME

The product certification scheme of MTIB is as described in Appendix I.

5.0 TERMS AND DEFINITIONS

The following terms are used in these Rules of Certification:

- 5.1 A *product* is a product for which public, generally-accepted requirements have been drawn up in the requirement documents.
- 5.2 An *applicant* is an organisation that has sent an application for a product certificate. The applicant may be the manufacturer, importer, supplier or any other organisation that, when necessary, based on agreements is in charge of the product quality.
- 5.3 A *certificate holder* is an organisation, for whose product MTIB has issued a product certificate.
- 5.4 A *product certificate* is a proof of compliance of a product and its quality assurance system with requirements. The product certificate entitles the use of a certification mark unless otherwise state in the appendices of these Rules.
- 5.5 A *certification mark* is a mark of MTIB used to show that a product is certified.
- 5.6 A *requirement document* is a public document applied in a similar way to all certificate applicants and holders, stating the requirements set for the product in question as well as for its production. The requirement document is generally a standard, other norm, authority regulation or a product-specific rule.

6.0 CERTIFICATION PROCEDURE

6.1 Product Certification Process

The product certification process of MTIB is presented in Appendix II.

6.2 Use of the Certification Mark

Having granted a product certificate, the certificate holder has the right to use the product certification mark showing that the product is certified. MTIB's certification mark is only to be used in reference to the scope of product included in the product certificate. MTIB continuously controls and monitors the right to use the mark in the product and in its marketing.

The certification mark may only be used on certified products fulfilling the requirements set in the requirement documents, as well as the requirements of the certification scheme. The mark is attached directly on the product, product package, a tag attached on the product or on commercial document accompanying the product – mainly in this order. The identification sign of the certificate holder shall be on all marked products.

The mark shall be attached in an easily detectable position when starting to use the product, considering storage, transportation and other corresponding handling of product.

The certification mark may be used in the marketing of the product. Use of the mark shall not cause misunderstanding about the scope and meaning of the certificate. If the mark is used contrary to these rules, MTIB may, in addition to withdrawing the certificate, take legal actions.

The mark must also be reproduced clearly and legibly, according to the 'Guideline on Use of MTIB's Certification Mark' and is not to be used in any misleading manner.

6.3 Suspension and Withdrawal of Certification

6.3.1 This Rules shall continue to be in effect in accordance with the validity period of the Product Certificate unless withdrawn as herein provided.

6.3.2 MTIB may suspend temporary a Certification, for such period as determined at its sole discretion, if:

- i. Major non-conformances are found during inspection or assessment
- ii. Based on test results, the Product does not fulfil requirements

- iii. Continuance of Certification may result in a significant or potentially significant threat to public or consumer safety and/or safety-related performance
 - iv. The Certificate Holder ceases to operate the quality assurance system in accordance with the certification requirements
 - v. The Product Certificate and the Certification Mark has not been used in accordance with MTIB's Rules of Certification (such as misleading publications or advertisement)
 - vi. The Certificate Holder wilfully gives wrong information to MTIB, its customers or authorities, about matters relating to the Product Certificate
 - vii. The Certificate Holder fails to inform MTIB of any change (such as in the Product itself, the production process, quality assurance system, materials or place of manufacture) that may influence the scope of a Product Certificate or its validity, as well as changes in personnel-in-charge, name or location, within reasonable time
 - viii. The Certificate Holder refuses to allow MTIB to carry out renewal assessment within **Three (3) months** from the date of expiry of the Product Certificate.
 - ix. There has been any contravention of the Product Certification Scheme or MTIB'S procedures
- 6.3.3 MTIB shall suspend the Certification as it deems that the Certificate Holder is unable to carry out sufficiently effective corrective actions within the specified period. If the Product and production process are proven to fulfil requirements within the specified period, the Certification remains valid.
- 6.3.4 MTIB shall withdraw the Certification permanently if:
- i. Inadequate measures are taken by the Certificate Holder in the case of suspension
 - ii. A Product defect is not corrected in due course
 - iii. The certificate holder uses the Certification Mark on an uncertified Product.
 - iv. The Certificate Holder seriously violates the conditions upon which the Product certificate is based
 - v. The Product Standard, Requirements or Rules of certification are changed and the Certificate Holder either will not, or cannot, ensure conformity with the new requirements

- vi. The Certificate Holder goes bankrupt or goes into liquidation, or is convicted of an offence tending to discredit the Certificate Holder's reputation and good faith as a trader
 - vii. The Certificate Holder defaults on its payments to MTIB or its subcontractors
 - viii. The Certificate Holder discontinues the manufacture/delivery of the Products concerned for successive periods of exceeding **TWELVE (12) months** from the term as specified in the certificate without any relevant reasons/ without acknowledging MTIB of that matter.
 - ix. The Certificate Holder fails to fulfil other responsibilities listed in **Clause 7.1** below.
 - x. There is any other contravention of the Certification Agreement
 - xi. MTIB shall notify certificate holder within 60 days prior to withdrawal
- 6.3.5 In any event if MTIB dissatisfied with the performance of Certificate Holder, MTIB always has the absolute right to suspend or withdraw of the certificate permanently or any others way MTIB think fit subject to MTIB's discretion.
- 6.3.6 An official suspension or withdrawal of a Certification shall be confirmed by MTIB in a registered letter (or by equivalent means) to the Certificate Holder, stating the reasons and date of suspension or withdrawal of certification.
- 6.3.7 The Certificate Holder may give notice of appeal (**Clause 7.4** below), and when considering the appeal, MTIB may or may not (depending on the nature of the case) decide to proceed with its decision to suspend or withdraw the Certification.
- 6.3.8 During suspension or withdrawal, the Certificate Holder has no right to use the Certification Mark on suspended/withdrawn Products. The Certificate Holder shall immediately stop marketing any Products with reference to the Product Certificate including use of all advertising matter containing any reference thereto. Should MTIB so require, the Certificate Holder shall remove the Certification Mark from all Products in stock or from products already in the market or to recall Products from the market.
- 6.3.9 At the end of a suspension period, and upon satisfactory corrective action by the Certificate Holder, the suspension will be removed by MTIB, by notifying the Certificate Holder in writing.
- 6.3.10 Any costs incurred by MTIB during the suspension or withdrawal of Certification shall be borne by the Certificate Holder; and no re-imburement of fees will be given.

6.3.11 MTIB has the right to publicize suspension and withdrawal of Certification.

6.4 Changes in Certification Requirements

MTIB may, when needed, make amendments to certification requirements and/or these Rules of Certification, caused by changes in national or international guidelines for certification bodies, accreditation requirements, changes in standards and other product requirements.

MTIB will notify the certificate holder of the transition period for implementing the new requirements, during which the old requirements will be valid.

7.0 TERMS OF AGREEMENT

7.1 Certification Rights and Responsibilities

- 7.1.1 The Certificate Holder agrees that the certified Products manufactured and supplied by it as specified in the Product Certificate, will comply with all MTIB's Certification Requirements including appropriate changes implemented by MTIB from time to time. Accordingly, MTIB authorises the Certificate Holder to use the Certification Mark on the Products covered by the Product Certificate.
- 7.1.2 The Certificate Holder agrees that the Products for which the Product Certificate is granted will be produced to the same specifications as the sample tested by MTIB to be in conformity with the relevant Product Standard (s) and MTIB's Certification Requirements.
- 7.1.3 The Certificate Holder may represent its Products as certified through displaying of the Product Certificate, which shall remain the property of MTIB and shall be returned to MTIB on demand.
- 7.1.4 The Certificate Holder agrees to use MTIB's Certification Mark according to guidelines and requirements issued by MTIB. MTIB's Certification Mark may appear in advertising and promotional material or other literature only in reference to the Product certified. The Certificate Holder agrees to amend or discontinue the use of such advertising or promotional material, or other literature, upon written request of MTIB.
- 7.1.5 MTIB will, from time to time, assess whether Products concerned continue to comply with its Certification Requirements. The Certificate Holder shall furnish, without charge, such Product samples as may be required by MTIB for inspection and testing purposes.
- 7.1.6 MTIB may perform unscheduled inspection of the Certificate Holder's production site or other premises covered by this Agreement to ascertain continuing compliance with MTIB's Certification Requirements.
- 7.1.7 The Certificate Holder agrees that MTIB's certification personnel together with Accreditation Body's personnel will have unobstructed access, to any factory and/or other facilities, and to the places where the certified Product may be manufactured, processed, tested, stocked or located, during the normal working hours of the facility. MTIB's and Accreditation Body's

representative(s) shall have full cooperation of the Certificate Holder's staff to facilitate the inspection and witness respectively and shall have access to relevant records needed.

- 7.1.8 MTIB may, in the event of a breach by the Certificate Holder of any of the terms and conditions of this Agreement, and in deferral of termination rights, institute temporary restrictions on the Certificate Holder's right to represent its, Product(s) as certified and take any necessary actions toward the Certificate Holder. Such restrictions may include the conduct of investigations, inspections, testing and auditing in excess of those normally applied and shall be at the Certificate Holder's expense over and above the normal fees charged by MTIB.
- 7.1.9 MTIB reserves the right to recall the Certification at any time for the purpose of suspension or withdrawal.

7.2 Responsibilities of the Certificate Holder

- 7.2.1 During the validity period of the Product Certificate, the Certificate Holder:
- a) Shall be responsible for ensuring continuous fulfilment of the Product represented by the Product Certificate and its quality assurance system, to all MTIB's Certification Requirements.
 - b) Shall control the use of the Certification Mark according to **Appendix III**.
 - c) Shall not use the Certification mark, Product Certificate or Assessment Report, or any referring to Product Certification, in a misleading or unauthorized way.
 - d) Shall stop referring to Certification and using the Certification Mark in case of Certification suspension or withdrawal, including stopping using all advertising materials that contain or reference thereto, and to return any Certification documents as required by MTIB.
 - e) Shall ensure access to all related documentation and records, and access to the relevant equipment, location(s), area(s), personnel and subcontractors for the purpose of inspection, evaluation and surveillance by MTIB.
 - f) Shall keep records of all complaints (including concerning certified Products and misuse of the Product Certificate and Certification Mark) and corrective actions arising thereof; these records shall be made available to MTIB upon request.
 - g) Shall notify MTIB in writing, of any proposed change (such as in the Product itself, the production process, quality assurance system, materials or place of manufacture) that may influence the scope of a Product Certificate or its validity, as well as changes in personnel-in-charge; and prevent release of any modified Product prior to MTIB's approval.
 - h) Shall notify MTIB if it discovers that any certified Product may have been the cause of personal injury or property damage or is found to be not complying with the requirements of the relevant Product Standard(s).

- i) Shall, at its own expense, rework, recall or remove MTIB's Certification Mark from or destroy any product which did not comply with MTIB's Certification Requirements, at the time it left its control. Any MTIB's representative shall have the right to remove MTIB's Certification Mark from any product or remove the Product Certificate from any factory or facilities, which in the opinion of MTIB, does not comply with its Certification Requirements.
- j) Shall notify MTIB immediately of any disruptions or other problems endangering the Product quality and shall immediately take corrective action to eliminate its effects.
- k) Shall, upon MTIB'S request, inform customer/authorities about non-conformities found in Products, in addition to communication required by legislation, if applicable.
- l) Shall pay MTIB according to the agreed basis of payment as set out in **Clause 7.6**.
- m) Shall ensure MTIB is indemnified of any financial and/or other claims for compensation concerning damages caused to a Third-Party by the Certificate Holder, its management system and production methods or its Products. The responsibilities and liabilities of MTIB are defined in **Clause 7.3**. Should MTIB directly or indirectly becomes subject to a claim for compensation or other corresponding financial claim, the Certificate Holder is under obligation to inform MTIB immediately and at its own expense, handle the necessary reconciliation negotiations and other possible measures, and to defend MTIB against eventual lawsuits. The Certificate Holder shall be responsible for settling the claims ordered for MTIB by the legal court.

7.3 Responsibilities and Liabilities of MTIB

7.3.1 In this Rules, MTIB:

- a) Shall maintain the confidentiality of all information concerning the Certificate Holder, except for the information presented in **Clause 7.7**.
- b) Shall handle complaints received regarding certified Products.
- c) Shall ensure all new or revised requirements of the certification scheme are communicated to the Certificate Holder subject to any circumstances.
- d) Is responsible for any direct damage to a Certificate Holder caused by intentional and wilful mistakes or negligence by MTIB only. MTIB'S compensation responsibility is, however, at highest, the amount MTIB charges the applicant or Certificate Holder for the certification procedure.
- e) Is not responsible for any damages caused by flaws of the Certificate Holder or a Third Party besides MTIB.
- f) Is not responsible for delays or losses brought on by climate, strikes, natural disasters or other force majeure causes.
- g) Is not liable for a Third Party (e.g., the customer or authorities) not acknowledging, or only partly acknowledging, the Product Certificate.
- h) Cannot be held liable for mistakes made by the Certificate Holder, or problems with the production methods or defective Products.

- i) Shall grant a Product Certificate to an applicant whose Products fulfil all the Certification requirements. The applicant shall not have outstanding invoices to MTIB of previously granted Certification.
- j) Has the right to use competent subcontractors who are under the same obligations to withhold confidential information and other requirements as MTIB's own personnel. MTIB will obtain prior applicant's or Certificate Holder's acceptance of the subcontractor.
- k) MTIB has the right, when needed, to ask for technical expert's comments prior to making a Certification decision.

7.4 Appeals and Disputes

Appeals to Certification decision and Certification suspension or withdrawal shall be settled in accordance with the Appeals & Dispute procedure determined by MTIB. The Certificate Holder may appeal to the Appeal Panel of MTIB within **21 days working days** from the date of notification from MTIB.

7.5 Complaints

Should an applicant, certificate holder or other stakeholders have cause for complaints regarding MTIB's certification services, the conduct of MTIB's auditors, technical specialist or other personnel, or regarding the certification process, it must be directed to MTIB. Complaints may be in writing or verbal.

All complains received shall be recorded, investigated, acted upon, where necessary, by MTIB. Whenever possible, MTIB shall give formal notice of the outcome and the end of the complaint process to the Certificate Holder.

7.6 Fees

The Certificate Holder shall pay to MTIB all fees relating to certification, such as, application fee, sampling and product testing fee and assessment fee, at rates determined by MTIB. The Certificate Holder shall also pay MTIB costs of inspection and testing of samples of certified Products and costs for factory assessment incurred by MTIB, at rates determined by MTIB.

The Certificate Holder shall notify MTIB immediately of any change made in its name or address, factory or location of facilities. Changes in these matters shall be verified by MTIB for ensuring conformity with MTIB's Certification Requirements before acceptance, at the expense of the Certificate Holder. Payment can be made under account MTIB: LEMBAGA PERINDUSTRIAN KAYU MALAYSIA 514404801787 MAYBANK.

7.7 Confidentiality

- 7.7.1 MTIB shall not, without the Certificate Holder's prior written consent, voluntarily disclose information obtained in confidence, during an assessment unless such information:
- i. Was in the possession of MTIB prior to the disclosure by the Certificate Holder and was not acquired directly or indirectly from the Certificate Holder; or
 - ii. Was already part of the public domain at the time of the disclosure by the Certificate Holder; or
 - iii. Becomes part of the public domain through no fault of MTIB (but only after and only to the extent that it is published or otherwise becomes part of the public domain); or
 - iv. Is received (after this disclosure by the Certificate Holder) by MTIB from a third party who did not require MTIB to hold it in confidence and did not acquire it directly or indirectly from the Certificate Holder under a continuing obligation of confidence; or
 - v. Is disclosed by MTIB pursuant to judicial compulsion, provided that the Certificate Holder is notified at the time such judicial action is initiated.
- 7.7.2 Notwithstanding **7.7** above, for the purpose of public interests, MTIB reserves the right to disclose any information pertaining to non-compliance to this Agreement by the Certificate Holder to the Government authorities and/or the public. MTIB shall not be liable to the Certificate Holder for any direct or indirect losses and/or damages incurred by the Certificate Holder resulting from such disclosure to the public.
- 7.7.3 Except with the prior written consent of MTIB, the Certificate Holder and its personnel, servants, agents or employees shall not at any time communicate to any person or body or entity; any confidential information disclosed to him in connection with the Certification, nor shall the Certificate Holder or its personnel, servants, agents or employees make public any information as to the recommendations, assessments and opinion formulated in the course of or as a result of the Certification.
- 7.7.4 This **Clause 7.7** shall survive the discontinuance and remain binding on the parties forever after the termination of this Agreement or early termination of this Agreement (as the case may be) or expiration or early termination of a renewed period (as the case may be).

7.8 Publicity

Upon the issuance of a certificate, the certificate holder's contact information, as well as the information on the product certificate becomes public. MTIB maintains a listing of certificate holders and certified products on MTIB's website (www.mtib.gov.my). This list is also available from MTIB's office.

MTIB has the right to provide information to authorities for official use, as well as to such bodies and other authorities that control the activities of MTIB.

Based on these Rules of Certification, MTIB may become obliged to inform the customers of a certificate holder and the authorities, in cases when the product quality is endangered.

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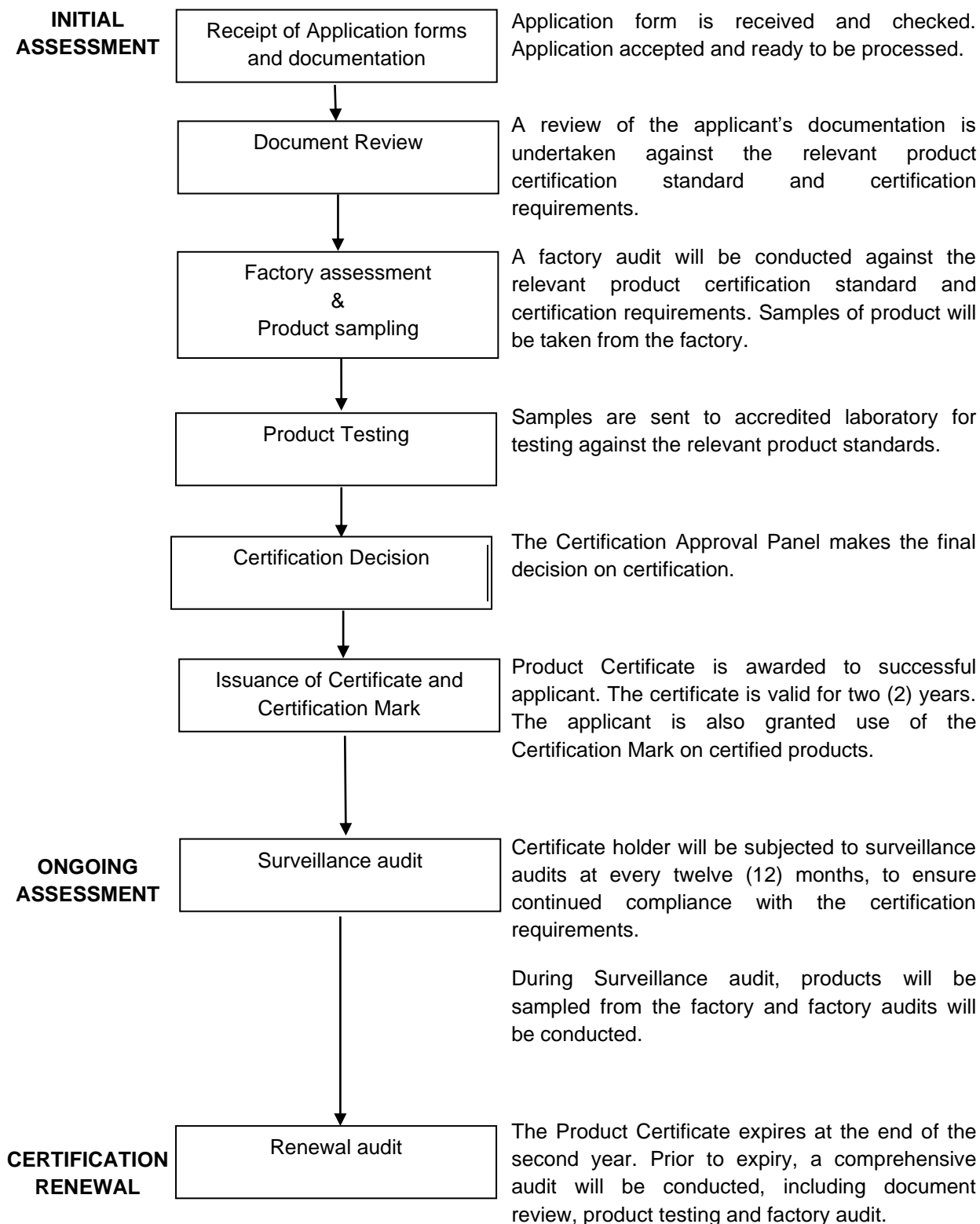
APPENDIX I

PRODUCT CERTIFICATION SCHEME

- A) The Product Certification Scheme of MTIB is based on two (2) technical criteria:
- a) The products are in conformity with the applicable standards.
 - b) Manufacturers have adequate quality control process to maintain the conformity of the products with the standards.
- B) The Product Certification Scheme of MTIB comprises the following activities:
- 1) Initial Assessment – Inspection before a license is granted
 - a) Selection and testing of one or more samples of the product, representative of production; and
 - b) Assessment of implementation of the Manufacturer's Production Process
 - 2) Ongoing Assessment – Surveillance after a license is granted
 - a) Assessment of implementation of the Production Process; and
 - b) Scheduled and un-scheduled factory surveillance and selection of samples from the factory.
 - 3) Renewal Assessment (Assessment for renewal certification)
 - a) Selection and testing of one or more samples of the product, representative of production; and
 - b) Assessment of implementation of the Production Process.

The Scheme is equivalent to Type 3 of ISO/IEC 17067, Conformity Assessment-Fundamentals of Product Certification and Guidelines for Product Certification Schemes.

APPENDIX II



APPENDIX III

GUIDELINES ON THE USE OF MTIB'S CERTIFICATION MARK

1. Application for Special Approval to utilise the **mark** must be submitted directly to the following address: -

Operations Manager,
MTIB Certification Body,
Malaysian Timber Industry Board,
Level 13-17, Menara PGRM,
No. 8, Jalan Pudu Ulu, Cheras,
56100 Kuala Lumpur.

(Attention : Operations Manager).

Tel No. : + 603 9282 2235

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E-mail : cb@mtib.gov.my /
syafinaz@mtib.gov.my (OM) /

syarafana.rosli@mtib.gov.my (HSC)

Website : www.mtib.gov.my

2. For any further enquiries, kindly refer to the official as stated above.

3. Marking Requirements

- 3.1 Please refer to the diagram on the standard size of the Certification Mark.
- 3.2 Once certification is granted by MTIB, the Certificate Holder is allowed to use the **mark** for that product. Affixing or putting the **mark** with an indelible ink is the responsibility of the Certificate Holder.
- 3.3 The Certificate Holder may also apply the **mark** on the bundle or packaging of the product with reasonable sizes.
- 3.4 The wording of **MTIB PSXX / 050MY** stands for: -

MTIB PSXX : Product standard complied to:
- Plywood Certification Standard (01)
- Product Certification on Formaldehyde Emissions from Wood Based Panel Products (02)

XXXMY : Manufacturer's registration number

- 4. MTIB may withdraw Certification by formally informing the Certificate Holder and will request the Certificate Holder to stop using the **mark** on its product consecutively.

- 5. Please refer to the size requirement of the **mark** when preparing the Certification Mark. The sample is attached together with this guideline.



MTIB PSXX XXXMY

Product standard complied	_____
Bond performance	_____
Manufacturer's registration number	_____