

## Terms and conditions of certification carried out by TÜV Rheinland Cert GmbH

### I General Terms and Conditions of Certification

#### 1. General regulations

- 1.1 The client shall undertake to submit all information required for certification as per the relevant standard to TÜV Rheinland Cert GmbH. This information can be submitted by completing the "Client Questionnaire".
- 1.2 The client shall submit all required documents to the Certification Body prior to the audit. Required documents include, in particular:  
Management Manual  
Cross-reference matrix (standard elements cross-referenced to the management system documentation of the organization)  
Organizational plan/organizational chart  
Presentation of processes and their interfaces and interactions – list of controlled management documents  
List of official and legal requirements  
Other documents mentioned in the quotation
- 1.3 The client and TÜV Rheinland Cert GmbH may agree on the performance of a preliminary audit and jointly define the scope of such audit.
- 1.4 The effectiveness of the established management system shall be verified during the on-site audit carried out at the organization, during which the organization proves that it applies its documented procedures in practice. Standards or standard elements that are not complied with and for which the organization must provide corrective action shall be documented in non-conformity reports.
- 1.5 Following audit completion, the audit result will be communicated to the client in a closing meeting and subsequently documented in an audit report. Non-conformities will be documented and may lead to a follow-up audit (i.e. a repeated on-site audit) or submission of revised documentation, if required by the results. The scope of the re-audit will be decided by the lead auditor. The follow-up audit focuses exclusively on those elements of the standard for which non-conformities were identified.
- 1.6 After positive review of the certification documentation, TÜV Rheinland Cert GmbH shall issue the certificate(s). The certificate(s) will be sent to the client. The certificate(s) shall only be issued if all non-conformities have been corrected. The certificate(s) shall be issued for the defined period.
- 1.7 To maintain validity of the certificate, on-site surveillance audits shall be carried out depending on the standard in question. Unless the surveillance process, including a positive decision on certificate maintenance, is completed by the Certification Body, the certificate shall become invalid. In this case, all copies of the certificate must be returned to the Certification Body.
- 1.8 In the surveillance audit, the key elements of the standard shall be verified as a minimum requirement. Additionally, surveillance audits evaluate proper use of the certificate (and the certification mark, where appropriate), complaints related to the management system and the effectiveness of corrective action taken to address nonconformities. Each surveillance audit shall be documented in a report communicated to the client.
- 1.9 The geographical (e.g. additional branches) and technical (e.g. additional products) scope can be extended and/or the certification upgraded to include further standards during surveillance or re-certification audits and/or separate extension or upgrade audits. The number of auditor days required shall depend on the scope of extension or upgrade, which shall be clearly defined by the organization prior to the audit.
- 1.10 Should changes in the details on which the certification is based (e.g. details of the organization, accreditation requirements) arise during the certification process and the other contracting party informed without delay. The same applies to any changes in the time and efforts expended for certification resulting from such changes.
- 1.11 Integrated management systems covering various standards and requirements may be certified by means of a combined certification process. Depending on the standards and requirements involved, these combined certifications will be offered individually.
- 1.12 The costs incurred for additional efforts caused by unscheduled audits or follow-up audits and the verification of corrective actions to eliminate non-conformities revealed in previous audits shall be borne by and invoiced to the client on a time and cost basis. The same applies to costs incurred for short-notice special audits as defined in Article 1.4 of the Special Terms and Conditions of Certification.

#### 2. Obligations of the client

- 2.1 The client shall submit all required documents to TÜV Rheinland Cert GmbH well in advance of the audit and free of charge.
- 2.2 The client shall disclose all records associated with the scope of application to the audit team and/or the auditor of TÜV Rheinland Cert GmbH and shall grant them access to the organizational units concerned.
- 2.3 The client shall appoint one or several Audit Representatives who shall support TÜV Rheinland Cert GmbH in performing the contractually agreed services and act as the client's contact persons.
- 2.4 Following certificate issue, the client shall be obliged, throughout the term of the contract, to notify TÜV Rheinland Cert GmbH of all changes which significantly affect the management system or the certified product, including, in particular:

- changes in the certified management system;
- changes associated with the design or specification of the certified product;
- changes in the organizational structure and the organization itself.

- 2.5 The client shall be obliged to record all complaints concerning the management system filed by third parties, e.g. customers, and the measures taken to address and eliminate these complaints, and submit them to the auditor during the audit.
- 2.6 On request, the client shall be obliged to submit all correspondence and all measures associated with normative documents and the requirements set forth in the applicable certification standard to the auditor during the audit.
- 2.7 If, within the scope of product certification in the food industry, TÜV Rheinland Cert GmbH notices that the changes outlined under Article 2.4 above necessitate further assessments, the client shall not, after the changes have come into effect, release any products falling under the scope of product certification until the client has been notified by TÜV Rheinland Cert GmbH that it is safe to do so.
- 2.8 In cases involving product certification in the food industry, the client shall notify TÜV Rheinland Cert GmbH if the product no longer satisfies product certification requirements.
- 2.9 The client shall be obliged to record all complaints concerning the compliance of a certified product or process with the requirements of the certification standard that are addressed to the client, initiate appropriate corrective action, document the implementation of corrective action and, on request, demonstrate them to the auditor during the audit.

#### 3. Deployed auditors, technical experts and assessors and right of complaint against certification decision

- 3.1 The client shall be entitled to object to the appointment of certain auditors or technical experts to the audit team, provided the client has and submits good reasons for objection.
- 3.2 The client's approval shall be obtained before auditors who are not permanently employed with TÜV Rheinland Group (external auditors) are appointed to and used in the audit team. Approval shall be deemed granted if the client has not objected to the use of external auditors within one week of being notified of the external auditor's appointment to the audit team.
- 3.3 In cases involving accredited certification, TÜV Rheinland Cert GmbH shall be entitled to admit witness auditors from the relevant accreditation body.
- 3.4 In cases of complaints against the certification decision made by TÜV Rheinland Cert GmbH, the Governing Board or an arbitration committee may be called in with the client's approval.

#### 4. Scope of right of use of certificates and certification marks

- 4.1 If the agreed certification process is completed successfully, TÜV Rheinland Cert GmbH will issue the corresponding certificate to the client. The certificate shall be valid for the period defined in the contract or the Special Terms and Conditions of Certification of TÜV Rheinland Cert GmbH.
- 4.2 Upon being issued with the certificate as outlined in Article 4.1 above, the client shall be granted the simple, non-transferable and non-exclusive right to use the certification mark throughout the defined certificate validity as outlined in Articles 4.3 to 4.15 below. This also applies to certification references in communication media, such as documents, brochures or advertising materials.
- 4.3 The permit to use the certificate and a certification mark issued by TÜV Rheinland Cert GmbH shall apply exclusively to the areas of the client's organization quoted in the certificate's scope of application. Use of the certificate and/or the certification mark for areas not quoted in the scope of application shall be prohibited.
- 4.4 Certification marks relating to management system certification may only be used by the client in direct connection with the name or logo of the client's organization. They may not be attached or used in reference to the client's products. This also applies to product packaging, laboratory test reports, calibration certificates or inspection reports. For the use of the TÜV.dot.COM ID signet the conditions of use on [www.tuv.com](http://www.tuv.com) are valid.
- 4.5 The client undertakes to use the certificate and/or the certification mark only to make a statement which is in line with certification about the client's organization or an area of the client's organization. The client shall further avoid creating the impression that certification is an official inspection and/or that system certification is a form of product testing.
- 4.6 The client shall not be authorized to change the certificate or the certification mark.
- 4.7 The client undertakes to demonstrate in his advertising and similar materials that certification is voluntary and carried out on the basis of a civil law contract.
- 4.8 The right of use shall expire if the client no longer holds a valid certificate, in particular if the certificate's period of validity has expired or the required surveillance audits have not been carried out.
- 4.9 The client's right to use the certificate and/or the certification mark shall expire with immediate effect, without requiring termination, if the client uses the certificate and/or the certification mark in violation of the provisions set forth in Articles 4.1 to 4.8 above or contrary to other terms of this contract.

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- 4.10 The client's right to use the certificate and/or the certification mark shall expire with immediate effect upon termination as described in Article 4.12 below.
- 4.11 The right of use shall also expire automatically if maintenance of the certificate is prohibited by administrative regulations or court.
- 4.12 In cases involving expiry of the right of use, the client shall be obligated to return the certificate to TÜV Rheinland Cert GmbH.
- 4.13 In cases involving violation of contractual terms and conditions, TÜV Rheinland Cert GmbH reserves the right to claim damages.
- 4.14 Certification may not be used in a manner which may harm the reputation of TÜV Rheinland Cert GmbH.
- 4.15 The client shall not be entitled to make statements about certification which may be considered unauthorized and misleading by TÜV Rheinland Cert GmbH.
- 4.16 If it is foreseeable that the client is temporarily unable to fulfill the certification requirements, the certification can be suspended. During certificate suspension, the client may not use the certification in its advertising. In the list of certified organizations as outlined in Article 5, the status will be updated to "suspended".
- 4.17 If the reason underlying suspension is not corrected within the agreed timeframe, the certification will be withdrawn.

## 5. List of certified organizations

- 5.1 TÜV Rheinland Cert GmbH maintains a list of certified organizations and their scopes of application.
- 5.2 Suspended certifications according to Article 4.16 and withdrawn certificates according to Articles 4.9 and 4.17 as well as withdrawn certificates in the case of failure to comply with the required timeframe for auditing / service provision (e.g. performance of surveillance audits) incorporate into this list.
- 5.3 TÜV Rheinland Cert GmbH shall be entitled to make the list referred to in Article 5.1 above available to the public, on request.

## II Special Terms and Conditions of Certification

The regulations set forth herein apply in addition to the General Terms and Conditions of Certification outlined in Art. 1 of the General Terms and Conditions of Business and are restricted to accredited certification schemes, i.e. schemes based on a national or international standard or code for which TÜV Rheinland Cert GmbH has been accredited, approved or recognized ("accredited certification schemes"). For the purpose of these Special Terms and Conditions of Certification, the term "Accreditation Body" will also include approval and recognition bodies, and the terms "Accreditation Rules", "Accreditation Requirements", "Accreditation Standards" and "Accreditation Procedures" will apply mutatis mutandis also to the procedures of these bodies. Accredited certification schemes are governed by generally valid international accreditation standards plus associated application guidelines, if any, accreditation standards specific for the certification standard in question plus associated application guidelines, if any, certification standards plus associated application guidelines, if any, and the accreditation rules defined by the respective accreditation body. These include, in particular:

- Generally valid international accreditation standards: e.g. ISO/IEC 17021, ISO 19011.
- Accreditation standards specific for the relevant certification standard: e.g. ISO 22003 for the food industry or ISO 27006 for IT.
- Certification standards such as ISO 9001, ISO 14001, ISO/TS 16949, BS OHSAS 18001, SCC.
- Accreditation rules defined by the respective accreditation body.

### 1 General Terms and Conditions for Accredited Certification Schemes

#### 1.1 Certification audit

- 1.1.1 Certification audits consist of two stages. Stage 1 aims at obtaining an overview of the management system and its maturity (status of implementation). After this information has been obtained, the stage 2 audit may be performed, which assesses the establishment of and compliance with the management system.
- 1.1.2 Basically, the stage 2 audit may be carried out directly after the stage 1 audit. Should the stage 1 audit reveal, however, that the organization is not yet ready for certification, the stage 2 audit may not be carried out directly after completion of the stage 1 audit. In this case, the client must first take appropriate action to make the organization ready for certification. Any additional costs arising therefrom, i.e. costs arising for the organization itself and costs incurred by TÜV Rheinland Cert GmbH, including travel costs, travel times and time lost, shall be borne by the client.
- 1.1.3 The interval between the stage 1 and the stage 2 audit must not exceed 6 months. Should more than 6 months elapse between the stage 1 and the stage 2 audit, the stage 1 audit shall be repeated. Any additional costs arising for the client or TÜV Rheinland Cert GmbH therefrom, i.e. including travel costs, travel times and time lost, shall be borne by the client.
- 1.1.4 When the interval is set between the stage 1 and the stage 2 audits, allowance shall be made for both the client's requirements and sufficient time for the correction of weaknesses. Generally, most of the auditing time is spent on the stage 2 audit.

#### 1.2 Surveillance audit

- 1.2.1 To maintain validity of the certificate, on-site surveillance audits shall be carried out at least annually, at 12-month intervals. The due date is calculated from the last day of the certification audit. Surveillance audits may be carried out up to 3 months before but at the latest exactly on the due date.
- 1.2.2 To ensure these deadlines are observed even if dates have to be postponed at short notice, surveillance audits should be scheduled at the beginning of the above tolerance period, if possible.

#### 1.3 Re-certification audit

- 1.3.1 To renew certification for another three-year period, a re-certification audit shall be held at the client's organization prior to expiry of certificate validity.
- 1.3.2 The procedure is similar to that of a certification audit, but the necessity and scope of a stage 1 audit is determined subject to changes in the management system and previous audit findings.
- 1.3.3 For a maximum of 6 months after expiry of certificate validity, an audit can be performed with the audit days like a re-certification audit if also the decision on certification is made within these 6 months. When successful re-certification is effected, the certificate validity will be extended by another 3 years, based on the former expiry of certificate validity, independent of the permissible audit date.

#### 1.4 Short-notice audits

- A special audit may become necessary at short notice for the following reasons:
- Serious complaints and other circumstances of which the certification body becomes aware which call into question the effectiveness of the client's certified management system and which cannot be eliminated in written form or within the next scheduled audit (e.g. alleged violation of law on the part of the client or its executives).
  - Changes to the client's organization which impair the management system's effectiveness in such a way that the organization no longer complies with the requirements of the standard.
  - As a consequence of a suspension of the client's certification.

#### 1.5 Multi-site certifications

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- 1.5.1 Multi-site certifications may be applied to organizations maintaining multiple production sites or branches functioning exclusively as field offices.
- 1.5.2 Multi-site certification is possible if the following criteria are fulfilled:
- All sites maintain a legal or contractual relationship with the organization's headquarters.
  - Products/services are basically identical at all sites and are produced using identical methods and processes.
  - A uniform management system has been defined for, and is established and maintained in, all branches/production facilities.
  - The entire management system is monitored centrally under the direction of the Management Representative at the organization's central office who is authorized to issue management system-related instructions to all branch offices/production sites.
  - Internal audits and management reviews have been carried out at all branch offices/production sites.
  - Certain areas carry out centralized activities on behalf of all branch offices/production sites, e.g. product and process design and development, purchasing, human resources (HR), etc.
- 1.5.3 In cases involving multi-site certification, the on-site auditing of sites may be spread over certification and surveillance audits. The headquarters must be audited annually in addition to the sampled sites.
- 2 Standard-Specific Terms and Conditions for Accredited Certification Schemes**
- Terms and conditions applicable to certain accredited certification schemes offered by TÜV Rheinland Cert GmbH, which must be observed in addition to the General Terms and Conditions of Certification, are listed below, separately for each specific standard concerned.
- 2.1 Supplementary terms and conditions for environmental management systems in accordance with ISO 14001 and/or EMAS**
- 2.1.1 These supplementary terms and conditions apply to the certification of environmental management systems in accordance with:
- ISO 14001 and
  - EMAS (Eco Management Auditing Scheme).
- 2.1.2 Supplementary terms and conditions for stage 1 audits in accordance with ISO 14001:
- In cases involving initial certification, the stage 1 audit shall always be conducted on site.
- Exceptions to the above rule shall only be possible if the following criteria are fulfilled:
- The audit team is familiar with the client's organization and its typical environmental aspects from previous audits,
  - The client's organization already operates a certified management system as per ISO 14001 or EMAS, or
  - Most sites of the client's organization are classified as being of low or limited environmental relevance.
- The document review shall cover the applicable system documentation and an overview of environmental aspects and legal requirements (including permits based on environmental law) which the client is subject to.
- 2.1.3 Certification in accordance with EMAS is governed by the basic EU Directive and, in Germany, particularly by the Environmental Audit Act (Umweltauditgesetz, UAG) plus its Fees Regulation (UAG-Gebührenverordnung, UAGGebV).
- 2.2 Supplementary terms and conditions for certification schemes in the automotive industry - ISO/TS 16949, VDA 6.x**
- 2.2.1 The regulations set forth in the certification standards for the automotive industry listed below shall have priority.
- **ISO/TS 16949** – Automotive certification scheme for technical specification ISO/TS 16949. Rules for achieving IATF (International Automotive Task Force) recognition.
  - **VDA 6.x** – Certification scheme for VDA 6.1, VDA 6.2 and VDA 6.4 based on ISO 9001 (VDA-QMC: German Association of the Automotive Industry – Quality Management Centre).
- 2.2.2 The certification process must cover all of the client's sites and in addition fulfill the following requirements:
- a) The client shall notify TÜV Rheinland Cert GmbH of any changes (see Section 2.2.3),
  - b) The client cannot refuse an IATF witness audit,
  - c) The client cannot refuse the presence of an internal witness auditor of TÜV Rheinland Cert GmbH,
  - d) The client shall authorize access for the IATF representatives or their delegates,
  - e) The client shall authorize TÜV Rheinland Cert GmbH to provide the final report to the IATF,
  - f) The only use of the IATF logo is as displayed on the certificate issued by TÜV Rheinland Cert GmbH. Any other use of the IATF logo is prohibited. Clients can make copies of their ISO/TS 16949 certificate bearing the IATF logo for marketing and advertising purposes.
- 2.2.3 The client will notify the Certification Body without delay of matters that may affect the management system's capability to continue to fulfill the requirements of ISO/TS 16949 certification. These include, for example, changes relating to:
- a) legal status,
  - b) commercial status (e.g. joint venture, sub-contracting with other organizations),
- c) ownership status (e.g. mergers and acquisitions),
- d) organization and top management (e.g. key managerial, decision-making or technical staff),
- e) contact address or location,
- f) scope of operations and/or product range under the certified management system,
- g) IATF subscribing OEM customer special status and
- h) major changes to the management system and processes.
- 2.3 Supplementary terms and conditions for the food industry in accordance with ISO 22000**
- 2.3.1 As an exception to Art. 1.1.3 above, the interval between stages 1 and 2 must not exceed 6 months. In cases involving failure to observe this deadline, the entire certification process (stages 1 and 2) shall be repeated.
- 2.3.2 In cases involving multi-site certification, all sites shall be audited.
- 2.4 Supplementary terms and conditions for product certification in accordance with the International Food Standard (IFS) / IFS Logistic Standard / IFS Broker Standard / IFS Cash & Carry / Wholesale Standard 2.4.1
- International Food Standard – Standard for Auditing Retailer and Wholesaler Branded Food Products (IFS)
  - IFS Logistic Standard
  - IFS Broker Standard
  - IFS Cash & Carry / Wholesale Standard 2.4.2
- 2.4.3 Audit planning cannot be effected until the readiness review has been completed with a positive result, and all differences of opinion between the certification body and the client have been eliminated.
- 2.4.4 These standards do not provide for multi-site certification (exception IFS Cash & Carry / Wholesale Standard).
- 2.4.5 TÜV Rheinland Cert GmbH does not accept any responsibility for the client's ability to use the IFS certificate/logo without any restrictions, for purposes of competition, in particular for advertising purposes.
- 2.4.6 The client will irrevocably authorize TÜV Rheinland Cert GmbH to submit the following data to HTS
- HDE Trade Service GmbH  
Am Weidendamm 1A  
10117 Berlin
- The contract for auditing as per IFS
  - The results – also in detail – concerning the IFS contract, auditing and certification – irrespective of auditing success. These data will be saved in an online database at HTS.
- 2.4.7 HTS will be irrevocably authorized to make successful certification projects, excluding detailed results, accessible to food retailers and wholesalers via the online database.
- 2.4.8 Whether HTS shall be allowed to disclose failed certification projects or detailed results of failed and successful certification projects to food retailers and wholesalers in its online database, is at the client's discretion.
- 2.4.9 The client commits to granting HTS and its respective agents and employees unrestricted access as regards content to all required information within the framework of the "IFS Integrity Program" and to entitle it to
- enter properties, business premises, working areas and storage rooms as well as means of transport during business hours or operating time
  - perform inspections
  - inspect and verify all written and electronic business documents available and
  - demand any required information.
- If serious nonconformities are identified, HTS may define sanctions against the certification body which may lead to the withdrawal of the certificate, as the case may be.
- 2.5 Supplementary terms and conditions for product certification in accordance with BRC Global Standard For Food Safety / BRC/loP Global Standard For Packaging and Packaging Materials / BRC Global Standard For Consumer Products**
- 2.5.1 These supplementary terms and conditions apply to product certification in accordance with the internationally recognized BRC (British Retail Consortium) standards:
- BRC Global Standard for Food Safety.
  - BRC/loP Global Standard for Packaging and Packaging Materials.
  - BRC Global Standard for Consumer Products.
- 2.5.2 The entire auditing and certification process shall be governed by the provisions set forth in the applicable standard as amended.
- 2.5.3 Audit planning cannot be effected until the readiness review has been completed with a positive result and all differences of opinion between TÜV Rheinland Cert GmbH and the client have been eliminated.
- 2.5.4 This standard does not provide for multi-site certification.
- 2.5.5 Should the client become aware that the client's products cause health hazards or violate legal provisions, the client shall inform TÜV Rheinland Cert GmbH without delay.
- 2.5.6 The client undertakes to inform TÜV Rheinland Cert GmbH without delay of any legal steps related to product safety or product compliance of which the client becomes aware.
- 2.5.7 In cases involving product recalls, the client undertakes to inform TÜV Rheinland Cert GmbH of the situation and the details leading up to this situation.

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- 2.5.8 In cases involving certificate suspension or withdrawal, the client undertakes to inform the client's customers immediately of the root causes leading to certificate suspension or withdrawal.
- 2.5.9 The term of the contract covers at least one cycle of 3 regular audits (one initial certification audit and 2 regular surveillance audits) and ends exactly on the certificate's current date of validity.
- 2.5.10 The client shall irrevocably authorize TÜV Rheinland Cert GmbH to submit the following data to "British Retail Consortium":
- The contract for auditing as per BRC.
  - The results – also in detail – concerning the BRC contract, auditing and certification – irrespective of auditing success.
- 2.6 Supplementary terms and conditions for the aerospace industry - EN/AS 9100**
- 2.6.1 These supplementary terms and conditions apply to certification in accordance with the internationally recognized EN 9100 standard:
- 2.6.2 To the extent required for verifying that criteria and methods within the scope of certification as per the EN 9100 series of standards are correctly applied, TÜV Rheinland Cert GmbH shall be authorized to grant access to the following parties: the German accreditation organization DAkkS - Deutsche Akkreditierungsstelle, aviation authorities and member organizations of the German Aerospace Industries Association (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V., BDLI).
- 2.6.3 This also covers the disclosure of information and records associated with the certification body's accreditation by DAkkS (formerly TGA respectively DGA).
- 2.7 Supplementary terms and conditions in accordance with BS OHSAS 18001 and SCC**
- 2.7.1 These supplementary terms and conditions apply to the certification of occupational health and safety management systems in accordance with the following internationally recognized standards:
- BS OHSAS 18001 and management systems for safety, health and environmental protection in accordance with
  - SCC (contractors/ production sector) and
  - SCP (providers of personnel services).
- 2.7.2 In cases involving initial certification in accordance with BS OHSAS 18001, the stage 1 audit shall always be carried out on site.
- 2.7.3 In cases involving SCC certification, the client undertakes to give auditors access to representative construction or work sites. An appropriate list of these sites shall be submitted to the auditor three weeks prior to the audit.
- 2.7.4 In cases involving SCP certification, the client undertakes to grant access to representative construction/work sites or projects. Should the lessee refuse access to its company, construction or work sites or projects, the personnel leasing agency shall send a representative sample of temporary agency workers to the client's headquarters or its respective branch office to ensure the auditor(s) can interview these workers during the audit.
- 2.7.5 Clients certified in accordance with SCC or SCP may file an application for use of the SCC mark during their certificates' period of validity. Use of the certification mark is subject to the requirements set forth in Art. 5 of the General Terms and Conditions of Business of TÜV Rheinland Cert GmbH.
- 2.8 Supplementary terms and conditions of other TÜV Rheinland organizations**
- For management system certifications with accreditations held by other TÜV Rheinland Organizations (e.g. SA 8000, IRIS), additional standard-specific certification requirements apply.
- 2.9 Supplementary terms and conditions for ISMS in accordance with ISO/IEC 27001**
- Complementing the requirements for multi-site certifications set forth under Art. 1.5, the following supplementary terms and conditions apply to the certification of Information Security Management Systems (ISMS) in accordance with ISO/IEC 27001:
- 2.9.1 Multi-site certifications may be performed in organizations which maintain several similar sites and have established an ISMS which covers the requirements of all sites.
- A certificate applying to an organization and its sites may be issued if the following criteria are fulfilled:
- a) All sites maintain the same ISMS, which is managed and monitored by a central function and subject to internal auditing and management review;
  - b) All sites are included in the organization's audit and management-review program;
  - c) Initial contract review ensures that the differences between the individual sites are taken appropriately into account in sample selection
  - d) The certification body has sampled a representative number of sites taking the following aspects into account:
    - The results of the internal audits carried out at the central office and at the sites
    - The management review result
    - The different sizes of sites
    - The different business purposes of sites
    - The level of ISMS complexity
    - The complexity of the information systems at the different sites
    - The different types of work operations
- The differences in ongoing activities
  - The possible interaction with critical information systems or information systems processing sensitive data
  - The different legal requirements
- e) The representative sample refers to all sites included in the scope of the client's ISMS; the sites included in the sample are selected on the basis of the criteria listed under d) above and by means of random sampling.
  - f) Prior to certification all sites involving significant risks must be audited.
  - g) The surveillance program ensures that all sites will be audited within a reasonable timeframe
  - h) Corrective actions taken at one site will be applied to the entire multi-site organization covered by the scope of the certification.
- 2.10 Supplementary requirements applying to biomass production**
- 2.10.1 These supplementary requirements apply to the certification in accordance with the
- German ordinance on requirements on a sustainable production of bio-liquids for electricity production (biomass-electricity-sustainability ordinance – BioSt-NachV)
  - German ordinance on requirements on a sustainable production of biofuels (Biokraftstoff-Nachhaltigkeitsverordnung – Biokraft-NachV)
  - Supplementary documents (e.g. guide on sustainable biomass production) can be seen on the homepage of BLE (German Federal Agency for Agriculture and Food) in the current version.
- 2.10.2 Depending on the selected certification system the relevant documents (for the respective valid stage) must be kept to in the current version of the certification system REDcert GmbH (see [www.redcert.org](http://www.redcert.org)) or the certification system ISCC System GmbH ([www.iscc-system.org](http://www.iscc-system.org)).
- 2.10.3 TÜV Rheinland Cert GmbH is irrevocably authorized by the client to submit required data within the framework of certification to BLE, REDcert GmbH or ISCC System GmbH. This includes, amongst others, audit reports, certificates, confirmations and so on.
- 2.10.4 The client commits to granting BLE and its respective agents and employees unrestricted access as regards content to all required information and to entitle it to
- enter properties, business premises, working areas and storage rooms as well as means of transport during business hours or operating time
  - perform inspections
  - inspect, verify and copy all written and electronic business documents available
  - demand any required information and
  - take samples.

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