

**I. General conditions of certification**

The provisions listed below refer to the relevant standards, regulations and guidelines of the subject matter of the contract between the client and TÜV Rheinland Cert GmbH / LGA InterCert GmbH – hereinafter called the "Contractor".

All individual certification measures are performed by the Contractor independently and impartially, taking into account the principle of equality.

**1. General provisions**

1.1 The client is obliged to present the Contractor with all information necessary for the standard to be certified. This can be done using the completed form entitled "Questionnaire for offer preparation".

1.2 The client will provide all the necessary documents before the certification body's audit. In particular, this may include:

Management system documentation

Allocation matrix (standard clauses to the company's management system documentation)

Organization chart / organigram

Representation of processes and process relationships – List of controlled documents

Lists of regulatory and legal requirements

Other documents that are requested by the Contractor

1.3 The client and the Contractor may arrange a pre-audit, the scope of which can be jointly agreed on.

1.4 The audit at the company will verify the effectiveness of the implemented management system. During the audit, the company will demonstrate the practical application of its documented procedures. Standards not met or standard requirements not met are to be documented in nonconformity reports, for which the company needs to plan and implement corrective actions.

1.5 At the end of the audit, the client will be informed about the audit result at a closing meeting. The result is documented later in an audit report. Nonconformities are documented and can, where necessary, lead to a follow-up audit based on the results (i.e. re-verification on site) or to the submission of new documents. The audit team leader will decide on the scope of the follow-up audit. For a follow-up audit, only those standards requirements are audited which were not fulfilled in the original audit.

If no conformity with the standard can be demonstrated in the time between the end of the audit and the certification decision, the certification will have to be refused.

1.6 "Certificates" means all conformity statements listed below, e.g. official records, statements of validity, and certificates in the narrow sense of the word. "Certification" means all evaluation, auditing, validation and certification processes. Based on these tests, the decision for granting, denying, maintaining, expanding or reducing the scope, renewing, suspending or restoring after suspension, or withdrawing of certification is made. The certificate(s) is/are issued by the Contractor after the positive evaluation of the certification process documentation. The certificates will be delivered to the client. The certificate will only be issued if the processing of all nonconformities are agreed by the Contractor. The certificate is issued for the specified period.

1.7 To maintain the validity of the certificate, on-site surveillance audits are to be carried out depending on the respective standard. If the surveillance process is not completed, (including a positive decision on continuation by the certification body) the certificate loses its validity. In this case, all certificate copies issued must be returned to the certification body.

1.8 In a surveillance audit, the essential standard requirements are verified as a minimum. In addition, an assessment is made regarding the proper use of the certificate (and of the certification mark, if applicable), regarding complaints concerning the management system and regarding the effectiveness of corrective actions related to the nonconformities from the previous audits. After each surveillance audit, the client receives a report.

1.9 During surveillance and recertification audits or during an audit scheduled specifically for this purpose, extensions/ reduction to the geographical (e.g. additional sites) and technical (e.g. additional products) scope of validity are possible, as are additions to the evidence of standards. The number of audit days depends on the scope of the extension, which is to be defined clearly by the client and regulated by contract before the company is audited.

1.10 If in the course of the contract term there are changes to procedural requirements (e.g. company data, accreditation requirements), the changes must be taken into account accordingly in the process, and the contractor must be informed immediately. This also applies to any resulting necessary changes to the number of audit days.

1.11 Integrated management systems of different standards and evidence requirements can be certified in a combined process. Depending on the evidence requirements, these may be offered individually.

1.12 Costs incurred due to additional audit time from an unscheduled audit or follow-up-audit, or from a verification of corrective actions to remedy nonconformities from a previous audit are to be borne by the client, and will be invoiced on a time and material basis. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 1.4 of the special certification conditions.

**2. Client obligations**

2.1 The client will provide the Contractor with all the necessary documents in good time before each audit at no cost.

2.2 During the audit, the client will allow the audit team nominated by the Contractor and/or the auditor to view the records related to the scope of validity and will

allow the team and/or auditor access to the relevant organizational units, whereby also shift work has to be considered.

2.3 The client shall designate one or more audit representatives to assist the Contractor's auditor in the performance of contracted services. This/these person(s) will serve as the client's contact person(s).

2.4 After the certificate has been issued and during the contract period, the client must notify the Contractor of any changes having a significant impact on the management system or the certified product, in particular:

- Changes to the certified management system
- Changes that affect the design or specification of the certified product
- Changes to the corporate structure and organization. This also applies to implementation or modification of shift work.

The client shall be further obliged, throughout the term of the contract, to communicate:

- Any incident affecting the safety of product and services
- Any non-compliance with statutory requirements identified by the market supervision and law enforcement branches of government

2.5 The client is obliged to record all complaints from outside the company regarding the management system, for example from customers, and all complaints addressed to the client regarding the conformity of a certified product or process with the requirements of the certification standards. The client shall take appropriate measures, document the actions taken and demonstrate these upon request to the contractor or to the auditor during the audit.

2.6 The client is obliged to present the auditor with correspondence and actions related to standardization documents and standard requirements for the applicable certification standards upon request.

2.7 If the Contractor determines during product certifications that further examination is required due to the changes referred to in Section 2.4, the client is not allowed to release any products after the effective date of the changes if the products fall within the scope of product certification, until the Contractor has notified the client accordingly.

2.8 For product certifications, the client will inform the Contractor if the product no longer meets the requirements of product certification.

2.9 The client commits to fulfilling the certification requirements at all times, including the implementation of corresponding changes. The client also commits to operate the underlying management system continuously and effectively during the validity of the certification.

**3.0 Appointed auditors, experts and assessors and the right to appeal against the certification decision**

3.1 The client has the right to object to the appointment of a particular auditor or expert if there is a comprehensible reason against the appointment and the objection is justified accordingly.

3.2 In the case of the assignment of auditors who are not permanently employed by the TÜV Rheinland Group (external auditors), the client's consent is required for these auditors to be assigned. This consent shall be deemed granted if the client does not file a protest against the assignment of the external auditor within one week of his/her appointment.

3.3 For accredited certification projects, the client agrees that the accreditation body's or standard owner's assessors may verify the client's documentation and may participate in the audit as witness auditors

3.4 In the event of complaints and appeals regarding the progress or the content of the Contractor's auditing or certification process, which cannot be clarified with the Contractor, the governing board or an arbitration board may become involved if the client consents to this.

3.5 The client has the right to appeal against the certification decision.

**4.0 Scope of usage rights regarding certificates and certification marks**

4.1 If the agreed certification process is completed with a positive outcome, the client will receive the certificate from the Contractor. The certificate will have the term of validity specified in the contract or in the Contractor's special certification conditions.

4.2 Upon issuance of the certificate pursuant to Section 4.1, the client will receive a single, non-transferable and non-exclusive right to use the certification mark in accordance with the conditions given in Sections 4.3 to 4.15 for the specified term of the certificate. This applies even when the client refers to its certification in communications media, e.g. documents, brochures or advertising materials.

4.3 Permission to use the certificate and certification mark issued by the Contractor applies only to the client's business divisions specified in the scope of validity of the certificate. Use by non-specified divisions is strictly prohibited.

4.4 The certification mark for the certification of the management system may be used only by the client and only in close connection with the company name or logo of the client. It may not be displayed on or in relation to a product of the client. This also applies to the packaging of products, accompanying information, laboratory test reports, calibration certificates and inspection reports. If the client wants to give a statement on the packaging or in accompanying information concerning the certified management system, this statement has to contain as a minimum:

- The company name of the client or the brand and the company name of the client
- The type of the management system respectively the management systems in the case of a combined management system, e.g. quality, environment, and the applicable standard, e.g. ISO 9001:2015, ISO 14001:2015.
- The company name of the contractor

Hint: the definitions for product packaging and accompanying information of ISO 17021-1:2015, chapter 8.3.3 have to be considered.

- 4.5 The client undertakes to use the certificate and the certification mark only so that a statement corresponding to the certification is made relating to the client's company/division. The client must also ensure not to give the impression that the certification is an official verification, nor that system certification is the same as product testing.
- 4.6 The client is not authorized to make changes to the certificate or to the certification mark.
- 4.7 The client is obliged to design his advertising and the like in a way that it is clear that the certification is a voluntary one, carried out on the basis of a private legal agreement.
- 4.8 The usage right expires if no valid certificate is present, especially at the end of the certificate term or if required surveillance audits are not performed.
- 4.9 The client's right to use the certificate or the certification mark will end immediately without the need for notice if the client uses the certificate and/or the certification mark in a manner which contravenes the provisions of Sections 4.1 to 4.8 or in any other manner which is contrary to the contract.
- 4.10 The client's right to use the certificate or the certification mark will end in the period agreed in the event of an effective regular termination, or with immediate effect in the event of a justified extraordinary termination for good cause.
- 4.11 The usage right expires automatically if the maintenance of the certificate is prohibited by regulatory law or by a court.
- 4.12 Upon termination of the usage right, the client is obliged to return the certificate to the Contractor.
- 4.13 The Contractor reserves the right to assert any claims for damages in the event of a violation of the contractual provisions.
- 4.14 The certification must not have the effect of bringing the Contractor into disrepute.
- 4.15 The client is not entitled to make statements about its certification which the Contractor might consider as misleading and unauthorized.
- 4.16 If it is foreseeable that the certification requirements will not be met only temporarily by the client, certification may be suspended. During this time, the client may not advertise the certification. The status in the accessible directory will be given as "suspended" in accordance with Section 5.
- 4.17 If the reasons for suspension are remedied within the agreed period of time, the certification will be renewed. If the reasons for suspension are not remedied within the agreed period of time, the certificate will be withdrawn.
- 4.18 The client is obliged to keep a record of the use of the certificate in business dealings. It should be noted that the Contractor is bound by the standards to monitor proper use by ways of random sampling. Information from third parties will be verified by the Contractor.
- 4.19 The client shall inform the Contractor immediately if he discovers that a third party is improperly using his certificate.
- 4.20 The client provides certification documents to others only in their entirety or as specified in the certification scheme.
- 5. Directory of certified companies**
- 5.1 The Contractor is obliged to maintain a directory of certificate holders which includes the following information: name of certificate holder, applicable standard documents, scope of validity, geographical location (for multiple site certifications: geographical location of the head office and each location within the scope of validity).
- 5.2 Suspended certifications in accordance with Section 4.16 and withdrawn certificates pursuant to Sections 4.9 and 4:17 are included in the directory.
- 5.3 The Contractor is entitled to provide the directory specified in Section 5.1 to the public on request.

## II. Special certification conditions

The provisions set out here apply to accredited certifications in addition to the foregoing General Conditions of Certification and apply only for accredited certification projects, i.e. certification based on national or international standards with accreditation, approval or recognition ("accredited certifications"). Where the term "accreditation body" is referred to in these special certification conditions, this includes authorizing and recognizing organizations. The terms "accreditation specifications", "accreditation requirements", accreditation standards and "accreditation procedures" correspondingly apply to the specifications and procedures of the authorizing or recognizing organizations. For accredited certifications, generally applicable international accreditation standards and any execution guidelines also apply, as do certification-standard-specific accreditation standards and any execution guidelines, along with certification standards and any execution guidelines and accreditation requirements of the respective accreditation body.

- Generally applicable international accreditation standards: e.g. ISO/IEC 17021, ISO 19011
- Certification-standards-specific accreditation standards: for example, ISO 22003 for food industry and ISO 27006 for IT.
- EN 9104-001, EN 9101 for aerospace
- Certification standards such as ISO 9001, ISO 14001, IATF 16949, BS OHSAS 18001, SCC, ISO 50001
- Accreditation specifications of the respective accreditation body

### 1. General conditions for accredited certification

#### 1.1 Certification audit

- 1.1.1 The certification audit is conducted in two stages. Stage 1 is designed to provide an overview of the management system and the implementation status. Using this information, stage 2 of the audit may then be performed, where the implementation and compliance of the management system is verified.

- 1.1.2 The stage 1 and stage 2 audits may be performed immediately one after the other. However, if the stage 1 audit shows that certification readiness has not yet been achieved, the stage 2 audit cannot be performed immediately afterwards. Instead, the client must first ensure certification readiness. The resulting additional costs of the client and the Contractor, including travel costs, travel time and time lost, shall be borne by the client.
- 1.1.3 Stage 1 and stage 2 audits must not be more than 6 months apart. If there are more than 6 months between stage 1 and stage 2, the stage 1 audit must be repeated. The resulting additional costs of the client and the Contractor, including travel costs, travel time and time lost, shall be borne by the client.
- 1.1.4 For determining the time between the stage 1 and stage 2 audits, client requirements as well as the necessary time for correcting weaknesses are considered. In general, the focus in terms of time is on the stage 2 audit.
- 1.1.5 If the contractor is not able to verify the implementation of corrections and corrective actions of any major nonconformity within 6 months after the last day of stage 2, the contractor shall conduct another stage 2 prior to recommending certification.

### 1.2 Surveillance audit

- 1.2.1 To maintain the validity of the certificate, on-site annual surveillance audits must be carried out as a minimum. The due date is determined by the date of the last day of the initial certification audit. The first surveillance audit after the initial certification audit has to be scheduled for the due date and has to be carried out not later than 12 months after the certification decision.

### 1.3 Recertification audit

- 1.3.1 To extend the certification for a further three years, a re-certification audit is to be performed at the client and concluded positively before the expiry of the validity period.
- 1.3.2 This procedure corresponds to that for the certification audit, whereby the necessity and scope of the stage 1 audit is established dependent on the changes to the client's management system, the client's organization or the context in which the client's management system is operating.
- 1.3.3 Upon successful re-certification, the term of the certificate is extended by another 3 years, starting from the expiry date of the previous certificate. The re-certification audit and the positive certification decision must have been done by the expiry date.

### 1.4 Audits announced at short notice or unannounced

Under the following conditions, an extraordinary audit announced at short notice or unannounced may be required:

- Serious complaints and other facts of which the certification body becomes aware, where these complaints and facts call the effectiveness of the certified management system of the client into question and cannot be resolved through written correspondence or during the next regular audits (e.g. suspected criminal acts by the client or his senior staff).
- Changes to the client's organization which impair the ability of the management system so that the requirements of the certification standard are no longer met.
- As a consequence of the suspension of the client's certification.

### 1.5 Multi-site certification

- 1.5.1 Multi-site certification can be applied to companies with multiple sites or in a company with local offices or branches (sites). Several individual, independent and autonomous companies or organizations that are not interconnected in the sense of a corporate association and that use another non-group company or external organization to develop, implement and maintain a management system do not constitute a multi-site organization within the meaning of the IAF MD1 (IAF = International Accreditation Forum, MD = Mandatory Document) and therefore cannot be certified as a group.

- 1.5.2 Multi-site certifications are possible when the following conditions are met:

- All sites have a legal or contractual relationship with a central office.
- The products/services of all sites must essentially be the same and manufactured using the same methods and processes.
- The creation, implementation and maintenance of a unified management system which applies to all branches/sites.
- Monitoring of the overall management system via centralized control by the central management representative. The latter must be authorized to issue technical instructions to all offices/sites.
- Availability of internal audit reports and management review for all offices/sites.
- Defined divisions work centrally on behalf of all divisions: product and process development, procurement, human resources, etc.

- 1.5.3 In multi-site certifications, the on-site auditing of sites can be distributed across certification and surveillance audits. The central office must be audited annually in addition to the selected sites.

- 1.5.4 The Contractor selects the sites to be audited.

### 2. Standard-specific conditions for accredited certification

The additional conditions for certain accredited certifications of the Contractor are listed below. These are in addition to the general certification conditions for each specific standard listed below.

#### 2.1 Supplementary conditions for environmental management systems in accordance with ISO 14001 and / or EMAS

- 2.1.1 These supplementary conditions apply:  
To the certification of environmental management systems in accordance with ISO 14001 and

- to verification and validation in accordance with EMAS (Eco Management Auditing Scheme).
- 2.1.2 Additional conditions for ISO 14001 stage 1 audit:  
The stage 1 audit must be performed on site for the first certification.  
Only under the following conditions is it not mandatory to perform a stage 1 audit on site:
- the client and his typical environmental aspects are known to the audit team from previous audits, or
  - the client already has a management system certified in accordance with ISO 14001 or EMAS, or
  - the environmental impact of the client's sites is predominantly classified as low or limited.
- The document review must include, in addition to the relevant system documentation, an overview of the client's environmental aspects and environmental requirements (including environmental regulatory approvals and permits).
- 2.1.3 For audits in accordance with EMAS, the German Environmental Audit Act (UAG) including UAG fees regulations apply in Germany in particular, as well as the basic EU directive.
- 2.1.4 The client is obliged to inform the Contractor immediately if there has been a major environmentally relevant incident or a breach of environmental obligations in his company that requires official involvement. A major, environmentally relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The Contractor then decides whether or not a short-term, extraordinary audit is required (see 1.4). If it emerges that environmental management system is severely in breach of the certification requirements, the Contractor will adopt measures, which may lead to the suspension or withdrawal of the certificate.
- 2.2 Supplementary conditions for automotive industry IATF 16949, VDA 6.x**
- 2.2.1 The differing regulations referred to in the following certification specifications for the automotive industry take precedence.
- **IATF 16949** - Automotive certification scheme for IATF 16949: Rules for achieving and maintaining IATF recognition, 5th Edition for IATF 16949, 1 November 2016 (IATF: International Automotive Task Force).
  - **VDA 6.x - Certification requirements for VDA 6.1, VDA 6.2 and - VDA 6.4 based on ISO 9001 (VDA - QMC: Verband der Automobilindustrie - Qualitäts Management Center).**
- 2.2.2 The client:
- cannot refuse the request of the contractor to provide the final report to the IATF
  - cannot refuse an IATF witness audit of the contractor
  - cannot refuse the presence of a contractor's internal witness auditor
  - cannot refuse the presence of an IATF representative or their delegates
  - Consultants to the client cannot be physically present at the client's site during the audit or participate in the audit in any way.
- 2.2.4 The organization shall notify the contractor immediately, of matters that may affect the capability of the management system to continue to fulfil the requirements of the IATF 16949 certification. These include, for example, changes relating to:
- legal status
  - commercial status (e.g. joint ventures, sub-contracting with other organizations)
  - ownership status (e.g. mergers and acquisitions)
  - organization and management (e.g. key managerial, decision making, or technical staff)
  - contact address or location
  - scope of operations under the certified management system
  - IATF subscribing OEM customer special status
  - major changes to the management system and processes
- The contractor may need to conduct a special audit in response to changes listed above.
- Failure by the organization to inform the contractor of a change listed above is considered as a breach of the legally enforceable agreement. Such failure will result in the issuance of a major nonconformity by the contractor against ISO 9001 – IATF 16949 Requirement 4.2 – Understanding the needs and expectations of interested parties or in the withdrawal of the organization's IATF 16949 certificate.
- 2.2.5 Audit termination:  
The contractor may not terminate an audit due to the identification of nonconformities. If an audit shall be terminated for any other reason, the following conditions apply:
- if a stage 2 audit is terminated, the client shall start over with a stage 1 readiness review,
  - if a surveillance audit is terminated, the certificate shall be suspended and a full repeat surveillance audit shall be conducted within ninety (90) calendar days of the closing meeting,
  - if a recertification audit is terminated, the client shall have another recertification audit in accordance with the timing defined in the IATF Rules for achieving and maintaining IATF recognition, 5th Edition for IATF 16949,
- 1 November 2016 – Section 5.1.1 if the timing is exceeded, the client shall start over with an initial certification audit (stage 1 and stage 2)
- if a transfer audit is terminated, the client shall start over with an initial certification audit (stage 1 readiness review and stage 2)
- 2.2.6 Nonconformity management:  
The contractor shall require the client to submit, within a maximum of sixty (60) calendar days from the closing meeting of the site audit, evidence of the following:
- implemented correction,
  - root cause including methodology used, analysis, and results,
  - implemented systemic corrective actions to eliminate each nonconformity, including consideration of the impact to other similar processes and products,
  - verification of effectiveness of implemented corrective actions.
- In cases where the accepted corrective action plan for a nonconformity is found not acceptable, the contractor shall resolve the outstanding issues with the client within a maximum of ninety (90) calendar days from the closing meeting of the audit. If resolution cannot be completed, the final audit result shall be considered failed and the IATF database shall be updated. The certification decision shall be negative and the client shall start over with an initial certification audit. The current valid certificate shall be immediately withdrawn. A major nonconformity shall require onsite verification.
- In exceptional case(s) where the implementation of corrective actions cannot be completed within a maximum of ninety (90) calendar days from the closing meeting of the site audit, the contractor shall consider the nonconformity open but 100% resolved when the following conditions have been met:
- Scheduled onsite follow-up audit based on the accepted action plan and prior to the next audit.
  - Containment of the condition to prevent risk to the customer has been taken, including a review of the systemic impact on the client's process
  - Documented evidence of an acceptable action plan, instructions, and records to demonstrate the elimination of the nonconformity condition, including a review of the systemic impact on the client's process
- For minor nonconformities the contractor may verify the effective implementation of the identified corrective actions at the next audit instead of verification during an additional onsite verification visit. In cases where the accepted corrective action plan is found to be not effectively implemented, a new major nonconformity shall be issued against the corrective action process and the previous minor nonconformity shall be reissued as a major nonconformity. This will lead to automatic suspension of the certificate.
- When a nonconformity is identified during a Recertification Audit by the Contractor, then the decertification process (see section 8.0 of the rules) shall be initiated on the last audit day (see section 8.1.c of the rules).
- 2.2.7 Special Audits  
It may become necessary for the contractor to conduct audits of certified clients to investigate performance complaints (see section 8.1 a/b of the rules), in response to changes to the client's quality management system (see section 3.2 of the rules), significant changes at the client's site or as a result of a suspended certificate (see section 8.3 of the rules). Clients cannot deny Special Audits.
- 2.2.8 Transfer audit from Certification Body X to TÜV Rheinland (=contractor)  
The client has to notify the former certification body about the intent to transfer to TÜV Rheinland. (= the contractor)
- 2.2.9 Transfer audit from TÜV Rheinland (contractor) to another Certification Body.  
The contract between the client and the contractor can be extended until all transfer activities to the new IATF- recognized certification body is completed.
- 2.2.10 IATF Logo  
The only use of the IATF Logo related to the IATF certification scheme is as displayed on the certificate issued by the contractor. Any other use of the IATF logo, separately or not, is prohibited.  
Note: the client can make copies of the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.
- 2.2.11 Multi-site contract  
In case of a multi-site contract signed between the HQ of the client and the contractor these Terms and Conditions shall apply to all manufacturing sites and remote locations being part of the contract.
- 2.3 Supplementary conditions for ISO 22000 / FSSC 22000**
- 2.3.1 These supplementary conditions apply for:
- DIN EN ISO 22000 - Management systems for food safety - Requirements for any organization in the food chain
  - ISO / TS 22002-1 - Prerequisite programs on food safety - Part 1: Food manufacturing
  - ISO / TS 22002-4 - Prerequisite programs on food safety - Part 4: Food packaging manufacturing
- 2.3.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards and additional documents of Foundation for Food Safety Certification, e.g. FSSC 22000 Scheme v5, Part 2 (www.fssc22000.com).
- 2.3.3 The standards ISO/TS 22002-1 and/or ISO/TS 22002-4 may only be audited in combination with ISO 22000.
- 2.3.4 Multi-site certifications for ISO 22000 are only possible for up to 25 sites in the areas of animal breeding, plant breeding, catering, distribution and/or transportation/storage.
- 2.3.5 Multi-site certifications for FSSC 22000 are not performed.
- 2.3.6 If the client becomes aware that his product poses health risks or that statutory requirements are not being met, he shall inform the Contractor within 3 working days.

- 2.3.7 The client is obliged to inform the Contractor within 3 working days if he becomes aware of any possible legal steps regarding product safety or product compliance.
- 2.3.8 In the event of a product recall, the client has the obligation to inform the Contractor of the situation and of the details that have led to this situation within 3 working days.
- 2.3.9 The Contractor is irrevocably authorized by the client to provide the following information to the Foundation for Food Safety Certification, Stephensonweg 14, 4207 HB Gorinchem, The Netherlands:
- The order for auditing in accordance with standard FSSC 22000.
  - The detailed results relating to the order, the audit and certification in accordance with standard FSSC 22000, regardless of success or otherwise in the audit process. This information will be filed with the Foundation for Food Safety Certification in its online database.
- 2.3.10 The client agrees to grant unlimited access to the Foundation for Food Safety Certification and its respective officers and employees to all necessary information, and grant them the right
- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
  - to carry out inspections,
  - share information concerning the certified organization with the Foundation and governmental authorities when appropriate,
  - to view and examine all written and electronic business documents, and
  - to request necessary information.
- If serious nonconformities are found, Foundation for Food Safety Certification may establish sanctions against the Contractor, which may lead to the withdrawal of the certificate.
- 2.3.11 At least one unannounced FSSC 22000 audit is undertaken after the initial / re-certification audit and thereafter within 3-year-terms. However, the client can voluntarily choose to replace all surveillance audits by unannounced annual surveillance audits. The client informs the Contractor in writing about the blackout days by 10 days / year, during which the unannounced audit cannot be carried out (e.g. company holidays).
- 2.3.12 If the client refuses to participate in the unannounced FSSC 22000 audit, first the certificate will be suspended immediately, and the Contractor will withdraw the certificate, if the client does not give him the explicit opportunity to perform the unannounced audit within six month from the audit date.
- 2.3.13 If the auditor is not given access to the client company to be audited, the client will be liable for all costs resulting for the Contractor, especially remuneration for travel time, travel costs and the planning of the audit.
- 2.3.14 The client has to report serious events to the contractor within 3 working days. Serious events in this sense are especially:
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality
  - public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.)
  - extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.
- 2.3.15 The Contractor in turn will take appropriate steps to assess the situation, if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.
- 2.4 Supplementary conditions for product certification in accordance with International Feature Standards IFS Food / IFS Logistics and IFS Broker**
- 2.4.1 These supplementary terms apply to product certification according to internationally recognized standards for:
- IFS Food - standard for auditing quality and food safety of food products
  - IFS Logistics - standard for logistical services in relation to product quality and safety f
  - IFS Broker - standard for auditing trading agencies, importers and brokers services compliance in relation to product quality and safety
- 2.4.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards and additional documents of IFS Management GmbH, e.g. IFS guidelines / doctrine.
- 2.4.3 Audits can only be planned when the check for certification readiness has been successfully completed and any differences between the opinions of the Contractor and the client have been resolved.
- 2.4.4 Multi-site certifications are not performed, except for IFS Logistics.
- 2.4.5 The Contractor does not guarantee that the IFS certificate/logo can be used without restriction for the purposes of competition, in particular for advertising purposes.
- 2.4.6 The Contractor is irrevocably authorized by the client to provide the following information to IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin:
- The order for auditing in accordance with the IFS standard.
  - The detailed results relating to the order, the audit and certification in accordance with the IFS standard, regardless of success or otherwise in the audit process. This information will be filed with IFS Management GmbH in its online database.
- 2.4.7 IFS Management GmbH is irrevocably authorized to make successful certifications (without detailed results) available to food retail companies via its online database.
- 2.4.8 The client is free to decide whether or not unsuccessful certifications, as well as the detailed results of passed and failed certifications may be made available by IFS Management GmbH to food retail companies via its online database.
- 2.4.9 If the client becomes aware that his product poses health risks or that statutory requirements are not being met, he shall inform the Contractor within 3 working days.
- 2.4.10 The client is obliged to inform the Contractor within 3 working days if he becomes aware of any possible legal steps regarding product safety or product compliance.
- 2.4.11 In the event of a product recall, the client has the obligation to inform the Contractor of the situation and of the details that have led to this situation within 3 working days.
- 2.4.12 The client agrees to grant unlimited access to IFS Management GmbH and its respective officers and employees to all necessary information under the "IFS Integrity Program", and grant them the right
- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
  - to carry out inspections,
  - to view and examine all written and electronic business documents,
  - to request necessary information and
  - to perform unannounced audits..
- If serious nonconformities are found, IFS Management GmbH may establish sanctions against the Contractor, which may lead to the withdrawal of the certificate.
- 2.4.13 Optionally the customer can choose an unannounced IFS Food audit instead of the announced IFS Food audit. More information (e.g. audit protocol unannounced audits) are written on the homepage of the standard owner ([www.ifs-certification.com](http://www.ifs-certification.com)).
- 2.4.14 The client has to report serious events to the contractor within 3 working days. Serious events in this sense are especially:
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality
  - public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.)
  - extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.
- 2.4.15 The Contractor in turn will take appropriate steps to assess the situation, if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.
- 2.5 Supplementary conditions for product certification in accordance with the BRC Global Standard for Food Safety/BRC Global Standard for Packaging and Packaging Materials / BRC Global Standard Consumer Products - General Merchandise / BRC Global Standard Consumer Products – Personal Care and Household**
- 2.5.1 These supplementary terms apply for product certification in accordance with the internationally recognized BRC (British Retail Consortium) standards:
- BRC Global Standard for Food Safety.
  - BRC Global Standard for Packaging and Packaging Materials.
  - BRC Global Standard Consumer Products - General Merchandise.
  - BRC Global Standard Consumer Products – Personal Care and Household.
- 2.5.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards. This also includes, if applicable, "voluntary modules" commissioned by the client (e.g. ASDA). Further information is available on the homepage of the standard owner ([www.brcgs.com](http://www.brcgs.com)).
- 2.5.3 Audit planning can be done only when the check for certification readiness has been successfully completed and any differences between the opinions of the Contractor and the client have been resolved.
- 2.5.4 Multi-site certifications are not performed.
- 2.5.5 If the client becomes aware that his product poses health risks or that statutory requirements are not being met, he shall inform the Contractor immediately.
- 2.5.6 The client is obliged to inform the Contractor within 3 working days if he becomes aware of any possible legal steps regarding product safety or product compliance.
- 2.5.7 In the event of a product recall, the client has the obligation to inform the Contractor of the situation and of the details that have led to this situation within 3 working days.
- 2.5.8 In the case of suspension or withdrawal of the certificate, the client shall immediately inform its customers about the circumstances that led to the suspension or withdrawal of the certificate. Customers will be informed of the corrective action taken to regain the certification status.
- 2.5.9 The contract will run for at least the duration of one cycle of 3 regular audits (initial audit and 2 regular audits), to the precise validity date of the certificate.
- 2.5.10 The Contractor is irrevocably authorized by the Customer to provide the following information to the "BRC Trading Limited":
- The order for auditing in accordance with the BRC.
  - The detailed results relating to the order, the audit and certification according to the BRC, regardless of success or otherwise in the audit

process. (e.g. copy of the audit report, certificates and other documents in connection with the audit).

2.5.11 The client agrees to grant unlimited access to the "BRC Trading Limited" and its respective officers and employees to all necessary information, and grant them the right

- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
- to carry out inspections,
- to view and examine all written and electronic business documents,
- to request necessary information and
- to perform unannounced audits.

If serious nonconformities are found, "BRC Trading Limited" may establish sanctions against the Client, which may lead to the withdrawal of the certificate. This provision also includes additional standard owners, who are taken into account in the framework of the "Voluntary Modules" (e.g. ASDA).

2.5.12 The client has to report serious events to the contractor within 3 working days. Serious events in this sense are especially:

- legal proceedings, prosecutions and the outcomes of these related to food safety or legality
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.)
- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

2.5.13 The Contractor in turn will take appropriate steps to assess the situation, if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.

## 2.6 Supplementary conditions for the aviation / aerospace industry EN/AS 9100

2.6.1 These supplementary conditions apply to certification in accordance with the internationally recognized standard EN 9100ff.

2.6.2 The Contractor is entitled grant member companies of Deutsche Akkreditierungsstelle GmbH (DAkkS), of the aviation authorities, and of the BDLI (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V.) rights of access to the extent required to verify the correct application of the criteria and methods for the issuance of certificates according to the EN 9100 series. This includes the release of information and records relating to the accreditation of the certification body by the DAkkS (formerly DGA and TGA). Organizations have to agree to the fact that accreditation bodies, OP assessors, customer representatives and rule-setting authorities may accompany a certification body audit as part of witness supervision or assessment of effectiveness of the audit process of the certification body.

2.6.3 The Client must allow the Contractor to register level 1 data (i.e. information about issued certificates for AQMS standards ("AQMS" = Aerospace Quality Management System) - the public area) and level 2 data (e.g. information and on results of audits, assessments, nonconformance, corrective actions, reviews and suspensions - in the private sector) in the OASIS database ("OASIS" = Online Aerospace Supplier Information System). The Client must grant access to the level 2 data contained in the OASIS database to his customers from the aviation industry, aerospace industry and defense industry and authorities on inquiry, unless there are justified reasons against this (e.g. competition, confidentiality, conflicts of interests).

2.6.4 The client must designate an employee who will register himself as OASIS database administrator for the organization in the OASIS database.

2.6.5 The stage 1 audit of the initial certification audit must be conducted on site. Stage 1 and stage 2 may not be performed directly one after the other.

2.6.6 For organizations with multiple sites belonging to the scope of certification, the organization of a structure is classified on the basis of the criteria of appendix B of EN in 9104-001. This classification is the basis for calculating the audit days for each site.

2.6.7 The Client is obliged to provide his customers and potential customers with copies of the audit report and related documents and records upon request, unless there are justified reasons against this (e.g. competition, confidentiality, conflicts of interests).

2.6.8 A certificate will only be issued when all nonconformities have been corrected by means of a root cause analysis and corrective actions have been accepted and verified by the certification body.

2.6.9 In accordance with EN in 9100, corrective actions for nonconformities – according to classification – must be submitted to the audit team leader by the organization within 30 days after the finding of the nonconformities. The certification body must initiate the process for certification suspension if an organization is unable to prove within 60 days after the creation of a nonconformity report (NCR) that the conformity with the respective standard has been restored. If AQMS-certified organizations lose their certification in accordance with the AQMS standard, they must inform their customers of the aviation, aerospace and defense immediately.

2.6.10 Classified material/ export control requirements: Prior to contracting for and conducting audits, the client has to inform the Certification Body about classified material or export control requirements, so that these aspects can be included in the contract and audit planning. In case that access restrictions related to auditors and, if necessary, Witness / OP assessors occur in specific areas during the audit it has to be clarified between client and certification body

how access to these areas can be made during the audit, since only areas / processes can be listed within the scope of the certificate which have been audited adequately. Exclusions from processes are only permitted as given in requirements of the standard.

## 2.7 Supplementary conditions for BS OHSAS 18001/ ISO 45001 and SCC/SCP

2.7.1 These supplementary conditions apply to the certification of health and safety management systems in accordance with internationally recognized standards for

- BS OHSAS 18001/ ISO 45001 and management systems in the area of safety, health and environmental protection in accordance with
- SCC (contractors/manufacturing sector) and
- SCP (personnel service providers).

2.7.2 For initial certification according to BS OHSAS 18001/ ISO 45001, the stage 1 audit must be conducted on site.

2.7.3 For SCC certification, the client undertakes to allow the auditors access to the relevant construction sites. A corresponding list of construction sites is to be submitted to the audit team leader at least three weeks before the audit.

2.7.4 For SCP certification, the client undertakes to grant access to relevant construction sites or projects. Should the client deny access to the company, to construction sites or projects, the temporary employment agency must appoint appropriate temporary employees for the audit to the client's central office or relevant branch, so that the auditor may interview these people.

2.7.5 SCC or SCP-certified clients may apply for the right to use the SCC logo for the duration of the term of the certificate.

2.7.6 The client is obliged to inform the Contractor immediately if there has been a major health and safety relevant incident or a breach of legal obligations in his company that requires official involvement. A major, health and safety relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The Contractor then decides whether or not a short-term, extraordinary audit is required (see 1.4). If it emerges that OSH management system is severely in breach of the certification requirements, the Contractor will adopt measures, which may lead to the suspension or withdrawal of the certificate. A serious violation exists, for example, in case of an accident at work with fatal outcome.

## 2.8 Supplementary conditions for other TÜV-Rheinland companies

For management system certifications where the accreditation is held by other TÜV Rheinland companies (such as SA 8000, IRIS), additional standard-specific certification conditions apply.

## 2.9 ISMS supplementary conditions in accordance with ISO/IEC 27001

In addition to the requirements under Section 1.5 regarding multi-site certifications, the following specifications apply for ISM systems in accordance with ISO/IEC 27001:

2.9.1 Multi-site certifications can be applied to organizations with multiple similar locations where an ISM system is introduced which covers the requirements for all sites.

Under the following preconditions, a certificate – including a list of sites – may be issued for an organization:

- a) all locations have the same ISM system, which is centrally managed and monitored and is subject to internal auditing and management review,
- b) all sites are included in the company's internal audit program and management review,
- c) the first contract review ensures that the various sites are adequately reflected in the selection of the sample.
- d) a representative number of sites will be selected by the Contractor subject to the following aspects:
  - results of internal audits for the HQ and the sites
  - management review results
  - varying size of sites
  - varying business purpose of sites
  - complexity of the ISMS
  - complexity of information systems at the various sites
  - differences in operating methods
  - differences in on-going activities
  - possible interaction with critical information systems or processing of sensitive data
  - varying legal requirements
- e) The representative sample refers to all sites within the scope of the customer's ISMS; it is based on the assessment under point d) and on random factors.
- f) Prior to certification, all sites where there are significant risks must be audited.
- g) The surveillance audit program is designed so that all the sites are audited within a reasonable timeframe.
- h) Corrective actions for nonconformities at one site must be applied to all sites within the multi-site scope of certification.

## 2.10 Supplementary conditions for ISO/IEC 20000-1

In case the organization has ITSMS records which cannot be made available for review by the audit team because they contain confidential or sensitive information, TÜV Rheinland has to be informed with details of the corresponding rationale.

It will be decided if the management system can be audited adequately in the absence of this confidential information. If conclusion is that it is not possible to adequately audit the ITSMS without reviewing the identified confidential or sensitive records, alternatively an intermediary accepted by both parties can review and confirm the information or the audit cannot take place.

**2.11 Supplementary conditions for the certification of energy management systems according to ISO 50001**

- 2.11.1 Certifications must comply with the requirements of ISO 50003:2014.
- 2.11.2 For multi-site certifications, the conditions set out in Section II.1.5 apply. Locations without employees are not calculated as additional locations for the determination of the audit time, but must be considered / audited adequately in the overall audit cycle (3 years).
- 2.11.3 For initial certifications the stage 1 audit has to take place on-site. In justified exceptional cases (micro-enterprises, sufficient current certification body knowledge as a result of ISO 14001 audit, EMAS validations, GHG verification) stage 1 and stage 2 of the audit can be performed immediately one after the other, but only if the dangers of aborting an audit have been clearly explained to the client. The decision rests with the Contractor.

**2.12 Supplementary conditions for the German certification scheme "AZAV": only required and available in German language**

- 2.12.1 - 2.12.25 only required and available in German language.

**2.13 Supplementary conditions for the attestation according to SpaEfV**

- 2.13.1 – 2.13.4 Only applicable to German enterprises or locations in Germany.
- 2.13.1 The rules of the Deutsche Akkreditierungsstelle (DAkKS) "Ergänzende Regeln für die Testierung im Bereich SpaEfV" (71 SD 6 046) (refer to [www.dakks.de/doc\\_zm](http://www.dakks.de/doc_zm)), as well as the directive „Verordnung über Systeme zur Verbesserung der Energieeffizienz im Zusammenhang mit der Entlastung von Energie- und Stromsteuer in Sonderfällen (Spitzenausgleich-Effizienzsystemverordnung-SpaEfV)" in their current versions are applicable.
- 2.13.2 The contractor is entitled to claim further data regarding the issuing of the official form 1449, 1449A, 1449B (tax form sheet).
- 2.13.3 The contractor does not verify if the classification for the economic preconditions for the categories of micro, small and medium-sized enterprises (SMEs) are fulfilled.
- 2.13.4 Furthermore, the customer has to ensure that all relevant documents are available as early as possible.

**2.14 Supplementary conditions for the German certification scheme "MAAS-BGW": only required and available in German language**

- 2.14.1 -2.14.16 Only required and available in German language.