

# Certification conditions of TÜV Rheinland Cert GmbH / LGA InterCert Zertifizierungsgesellschaft mbH

## 1 General conditions for certification

The following provisions 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 Zertifizierungsgesellschaft mbH - hereinafter referred to as the "contractor".

All individual certification measures are carried out by the contractor independently and impartially, taking into account the principle of equality.

### 1.1 General provisions

1.1.1 The client is obliged to provide the contractor with all information required for the certification of the standard. This can be done by completing the "Questionnaire for the preparation of offers" form.

1.1.2 The client shall provide the certification body with all necessary documents prior to the audit. This may include in particular

- Documentation of the management system
- Allocation matrix (standard clauses for documenting the company's management system)
- Organisation chart / organisational chart
- Visualization of processes and process relationships
- List of controlled documents
- Lists of legal and regulatory requirements
- Other documents requested by the contractor

1.1.3 The audit in the company serves to verify the effectiveness of the management system or process introduced. During the audit, the company demonstrates the practical application of its documented procedures. Non-compliance with standards or unfulfilled standard requirements must be documented in non-conformity reports, for which the company must plan and implement corrective measures.

1.1.4 At the end of the audit, the client is informed of the audit result in a final meeting. The result is later documented in an audit report. Non-conformities are documented and may lead to a follow-up audit based on the results (i.e. on-site inspection) or to the submission of new documents. The certification body decides on the scope of the follow-up audit. In a follow-up audit, only the standard requirements that were not fulfilled in the original audit are checked.

If conformity with the standard cannot be demonstrated in the period between the end of the audit and the certification decision, certification must be refused.

1.1.5 "Certificates" means all declarations of conformity listed below, e.g. declarations of validity and attestations in the narrower sense of the word. "Certification" means all assessment, auditing, validation and certification procedures. The decision to grant, refuse, maintain, extend or limit the scope, renew, suspend or restore after suspension or withdraw the certification is made on the basis of these checks. The certificate(s) shall be issued by the Contractor after the positive evaluation of the documentation of the certification process. The certificates are sent to the client. The certificate is only issued if the contractor can close all non-conformities. The certificate is issued for the specified period.

1.1.6 In order to maintain the validity of the certificate, on-site surveillance audits must be carried out depending on the respective standard. If the surveillance process is not completed (including a positive assessment of continuation by the certification body), the certificate shall be withdrawn. In this case, all issued certificates must be returned to the certification body.

1.1.7 During a surveillance audit, at least the essential requirements of the standard are reviewed. In addition, the proper use of the certificate (and, if applicable, the certification mark), complaints about the management system, the process or the certified product/service and the effectiveness of corrective actions in connection with the non-conformities from the previous audits are assessed. The client receives a report after each surveillance audit.

1.1.8 In the case of surveillance and recertification audits or a specially scheduled audit, extensions/reductions of the geographical (e.g. additional sites) and technical (e.g. additional products) scope as well as additions to the proof of compliance with standards are possible. The number of audit days depends on the scope of the extension, which must be clearly defined and contractually agreed by the client prior to the audit of the company.

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

The Contractor accepts no responsibility for changes to the procedural requirements that are not submitted or are submitted incorrectly. Nor for any resulting consequences, in particular time gaps in certification, additional audits (special audits) or the invalidity of existing certificates.

1.1.10 Integrated management systems with different standards and verification requirements can be certified in a combined/integrated procedure. Depending on the verification requirements, these can also be offered individually.

1.1.11 Costs arising from additional audit time due to an unscheduled audit or follow-up audit or due to a review of corrective measures to rectify non-conformities from a previous audit shall be borne by the client and shall be invoiced on a time and material basis. This also applies to costs arising from an extraordinary audit announced at short notice in accordance with section 2.5.

### 1.2 Obligations of clients

1.2.1 The Client shall provide the Contractor with all necessary documents free of charge in good time before each audit.

1.2.2 During the audit, the client shall grant the audit team or auditor appointed by the contractor access to the documents relating to the scope of application and shall grant the team or auditor access to the relevant organizational units, taking into account shift work.

1.2.3 The Client shall appoint one or more audit representatives to support the Contractor's auditor in the provision of the contractual services. These person(s) serve(s) as contact persons for the client.

1.2.4 After the certificate has been issued and during the term of the contract, the client must notify the contractor in particular of all changes that have a significant impact on the management system, the process or the certified product/service:

- Changes to the certified management system
- Changes that affect the design or specification of the certified product/process/service
- Changes to the company structure and organization. This also applies to the introduction or change of shift work.

The client is also obliged to provide notifications throughout the term of the contract:

- Any incident relating to the safety of products and services
- Violations of the statutory provisions identified by market surveillance and law enforcement authorities

1.2.5 The client is obliged to record all external complaints regarding the management system, e.g. from customers, and all complaints addressed to the client regarding the conformity of a certified product, process or service with the requirements of the certification standards. The client must take appropriate measures, document the measures taken and provide evidence of these to the contractor or the auditor during the audit upon request.

1.2.6 The client is obliged to submit correspondence and measures in connection with standardization documents and standard requirements relating to the applicable certification standards to the auditor on request.

1.2.7 If the Contractor determines during the product, process, service certification that further testing is required due to the changes mentioned in section 1.2.4, the Client may not release any products/processes/services after the changes come into effect if these fall within the scope of the product certification until the Contractor has informed the Client accordingly.

1.2.8 In the case of product, process and service certification, the Client shall inform the Contractor if the product no longer fulfils the requirements of the product certification.

1.2.9 The client undertakes to fulfil the certification requirements at all times, including the implementation of corresponding changes. The client also undertakes to operate the underlying management system, the process or the certified product/service continuously and effectively during the validity of the certification.

### 1.3 Appointed auditors, experts and assessors and the right to appeal against the certification decision

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

1.3.2 In the case of accredited certification projects, the client agrees that the assessors of the accreditation body or the standard owner may review the client's documentation and participate in the audit as observers.

1.3.3 The client has the right to complain about the course or content of the auditing or certification process.

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

### 1.4 Scope of the rights of use of certificates and certification marks

1.4.1 Once the agreed certification procedure has been completed with a positive result, the Client shall receive the certificate from the Contractor. The certificate shall be valid for the period specified in the contract or in the Contractor's certification conditions.

1.4.2 With the issue of the certificate in accordance with section 1.4.1, the client receives a one-off, non-transferable and non-exclusive right to use the certification mark in accordance with the conditions specified in sections 1.4.3 to 1.4.15 for the

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen Stein  
51105 Cologne  
E-Mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296

specified term of the certificate. This also applies if the client refers to its certification in communication media, e.g. documents, brochures or advertising material.

1.4.3 Authorization to use the certificate and certification mark issued by the Contractor applies only to the business areas of the Client specified in the scope of validity of the certificate. Use by business areas not named is strictly prohibited.

1.4.4 The certification mark for the certification of the management system, the process or the certified product/service may only be used 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 connection with 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 wishes to make a statement about the certified management system, the certified process or the certified product on the packaging or in accompanying information, this statement must at least include the following:

- The company name of the client or the brand and company name of the client
- The type of management system or management systems in the case of an integrated management system, e.g. quality, environment, and the applicable standard, e.g. ISO 9001:2015, ISO 14001:2015, of the process or product/service.
- The company name of the contractor

Note: The definitions for product packaging and accompanying information in ISO 17021-1:2015, chapter 8.3.3 must be taken into account.

1.4.5 The client undertakes to use the certificate and the certification mark only in such a way that a statement corresponding to the certification is made about the client's company/department. The client must also ensure that the impression is not created that the certification is an official verification or that the system certification is equivalent to a product test.

1.4.6 The client is not authorized to make changes to the certificate or the certification mark.

1.4.7 The client is obliged to design its advertising etc. in such a way that it is clear that this is a voluntary certification based on an agreement under private law.

1.4.8 The right of use expires if no valid certificate is available, in particular at the end of the term of the certificate or if the certificate is withdrawn if the necessary surveillance audits are not carried out.

1.4.9 The client's right to use the certificate or certification mark expires with immediate effect, without the need for cancellation, if the client uses the certificate and/or certification mark in a manner that contravenes the provisions of sections 1.4.1 to 1.4.8 or is otherwise in breach of contract and the certificate is withdrawn as a result.

1.4.10 The client's right to use the certificate or certification mark shall end in due time in the event of effective ordinary termination, and with immediate effect in the event of justified extraordinary termination for good cause.

1.4.11 The right of use expires automatically if the maintenance of the certificate is prohibited by regulatory or judicial authorities.

1.4.12 Upon termination of the right of use, the client is obliged to return the certificate to the contractor.

1.4.13 The Contractor reserves the right to assert claims for damages in the event of a breach of the contractual provisions.

1.4.14 Certification must not lead to the contractor being discredited.

1.4.15 The Client is not authorized to make statements about its certification that the Contractor could regard as misleading and unauthorized.

1.4.16 If it is foreseeable that the client will only temporarily fail to fulfil the certification requirements, certification may be suspended. During this time, the client may not advertise the certification. The status in the accessible directory is indicated as "suspended" in accordance with section 1.5.

1.4.17 If the reasons for the suspension are rectified within the agreed period, the certification will be reinstated. If the reasons for the suspension are not rectified within the agreed period, the certificate is withdrawn.

1.4.18 The client is obliged to keep a record of the use of the certificate in business transactions. It should be noted that the Contractor is obliged under the standards to monitor the proper use of the certificate by means of random checks. Information from third parties shall be checked by the Contractor.

1.4.19 The Client must inform the Contractor immediately if it discovers that a third party is misusing its certificate.

1.4.20 The client only passes on certification documents to others in full or as specified in the certification program.

## 1.5 List of certified companies

1.5.1 The Contractor is obliged to maintain a list of certificate holders containing the following information: Name of the certificate holder, applicable standard documents, scope of validity, geographical location (for multi-site certifications: geographical location of the head office and each site within the scope of validity), period of validity, validity status.

1.5.2 Suspended certifications according to section 1.4.16 and withdrawn certificates according to sections 1.4.9 and 1.4.17 are added to the list.

1.5.3 The Contractor is authorized to make the list referred to in section 1.5.1 available to the public on request in accordance with the rules of the certified standards.

## 2 General conditions for accredited certification

### 2.1 General conditions for accredited certification

The provisions listed here apply to accredited or authorized/recognized certifications in addition to the above General Certification Conditions, i.e. certifications based on national or international standards with accreditation, authorization or recognition. The terms "accreditation specifications", "accreditation requirements", "accreditation standards" and "accreditation procedures" apply accordingly to the specifications and procedures of the authorizing or recognizing organizations. For accredited certifications, the generally applicable international accreditation standards and, where applicable, implementation guidelines as well as the certification standard-specific accreditation standards and, where applicable, implementation guidelines as well as the certification standards and, where applicable, implementation guidelines and accreditation requirements of the respective accreditation body or authorizing/recognizing organization also apply

- Generally applicable international accreditation standards: e.g. ISO/IEC 17021, ISO/IEC 17065, IAF Mandatory Documents (IAF MDs)
- Certification standards - specific accreditation standards: e.g. ISO 22003 for the food industry and ISO 27006 for information security.
- EN 9104-001, EN 9101 for the aerospace industry
- Certification standards such as ISO 9001, ISO 14001, IATF 16949, ISO 45001, SCC, ISO 50001, AZAV, Certified Quality in Gaming Halls - Youth Protection, Player Protection, Operational Management
- Accreditation requirements of the respective accreditation body
- Designation rules for certification bodies of the Federal Motor Transport Authority (KBA)
- Rules of the authorizing/recognizing organizations

### 2.2 Certification audit

2.2.1 The certification audit for management systems is carried out in two stages. Stage 1 serves to obtain an overview of the management system and the status of implementation. Based on this information, stage 2 of the audit can then be planned and carried out, in which the implementation of and compliance with the management system is reviewed.

2.2.2 The stage 1 and stage 2 audits can only be carried out immediately one after the other in justified cases. However, if the stage 1 audit shows that certification readiness has not yet been achieved, the stage 2 audit cannot be carried out immediately afterwards. Instead, the client must first ensure readiness for certification. The additional costs incurred by the client and the contractor as a result, including travelling expenses, travelling time and loss of time, shall be borne by the client.

2.2.3 Stage 1 and stage 2 audits must not be more than 90 days apart in the case of IATF 16949. If there are more than 90 days between stage 1 and stage 2, the stage 1 audit must be repeated.

The duration of the initial certification (stage 1 and stage 2 audits including the certification decision) must not exceed 6 months for other standards. Thereafter, the initial certification must be repeated with stage 1 and stage 2.

The resulting additional costs incurred by the Client and the Contractor, including travelling expenses, travelling time and loss of time, shall be borne by the Client.

2.2.4 When determining the time period between the stage 1 and stage 2 audits, both the client's requirements and the time required to rectify weaknesses are taken into account. In general, the time focus is on the stage 2 audit.

2.2.5 If the contractor is not able to review and accept the implementation of corrections and corrective actions for major/minor nonconformities, including a special audit for major nonconformities, within 90 days after the last day of stage 2, the certification decision is negative and the client must restart with an initial certification audit (stage 1 and stage 2).

### 2.3 Surveillance audit

2.3.1 In order to maintain the validity of the certificate, at least annual on-site surveillance audits must be carried out. 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 must be scheduled for the due date based on the surveillance audit interval as specified below:

Monitoring interval	6 months	9 months	12 months
Number of audits per 3-year cycle	5	3	2
Allowed time	-1 month/ +1 month	-2 months/ +1 month	-3 months/ +1 month

### 2.4 Re-certification audit

2.4.1 In order to extend the certification for a further three years, a re-certification audit must be successfully completed before the expiry of the validity period.

TÜV Rheinland Cert GmbH

Registered office: Phone: +49 221 806 0  
 Am Grauen SteinFax: +49 221 806 2765  
 51105 Cologne  
 E-Mail: tuvcert@de.tuv.com

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office: Phone: +49 800 888 2378  
 Tillystr. 2 Fax: +49 800 888 3296  
 90431 Nuremberg  
 E-mail: intercert@de.tuv.com

2.4.2 This procedure is the same as for the certification audit, whereby the necessity and scope of the stage 1 audit is determined depending on the changes to the client's management system, the client's organization or the context in which the client's management system is operated.

2.4.3 If there are no standard-specific regulations, the validity of the certificate is extended by a further 3 years in the event of successful recertification. The recertification audit and the positive certification decision must be completed by the expiry date.

## 2.5 Audits announced or unannounced at short notice

Under the following conditions, an extraordinary audit, announced or unannounced at short notice, may be required. In these cases, the client cannot refuse the auditors.

- Serious complaints and other facts of which the certification body becomes aware if these complaints and facts call into question the effectiveness of the client's certified management system or the certified processes, products, services and cannot be clarified by correspondence or during the next regular audit (e.g. suspicion of criminal acts by the client or its employees).
- Changes in the client's organization that affect the capability of the management system so that the requirements of the certification standard are no longer met.
- As a result of the suspension of the client's certification.

## 2.6 Cross-site certification

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

2.6.2 Certifications for multiple locations are possible if at least the following conditions are met:

- The organization must have a single management system.
- The organization must specify its head office. The head office is part of the organization and must not be outsourced to an external organization.
- The head office must have the organizational authority to define, implement and maintain the single management system.
- The organization's single management system must be subject to a central management review.
- All sites must be subject to the organization's internal audit program.
- The head office shall ensure that data is collected and analyzed from all sites and shall be able to demonstrate that it has the authority and ability to initiate organizational change in this regard, including but not limited to: (i) system documentation and system changes, (ii) management review, (iii) complaints, (iv) corrective action assessment, (v) internal audit planning and evaluation of results, and (vi) legal and regulatory requirements relating to applicable standards).

2.6.3 In the case of certifications with several locations, the on-site audits of the locations can be divided between certification and surveillance audits. The head office must be audited annually in addition to the selected sites.

2.6.4 The Contractor shall select the sites to be inspected.

2.6.5 A contractual relationship exists only between the contractor and the client (head office), irrespective of the corporate status of the branch(es).

## 2.7 Blended audits / remote audits

2.7.1 Blended audit is a combination of physical on-site audit and virtual audit (remote audit). Remote audits can be carried out up to 100 %.

2.7.2 The Parties may agree to make reasonable use of remote auditing techniques during the audit, where permitted by the instructions of the accreditation bodies/standard setters/certification program owners.

2.7.3 The client must have a suitable information technology infrastructure and environment (e.g. Internet access).

2.7.4 For the remote test, the client must have all relevant documents available online/electronically.

2.7.5 Additional costs (e.g. testing time) incurred by the client due to technical problems (e.g. poor internet connection) shall be borne by the client.

2.7.6 Video and audio recordings are not permitted unless both parties have agreed to this in advance. Screen recordings, e.g. of audited documents or participant lists, are permitted to document the remote audit.

## 2.8 Transfer of certifications

2.8.1 Only certifications covered by an accreditation of an IAF or local MLA signatory, Level 3 and where necessary Level 4 and 5 levels, shall be eligible for transfer. Organizations holding certifications that are not covered by such accreditations shall be treated as new clients.

2.8.2 The certificate is transferred with the validity of the issuing certification body. Thereafter, all certification conditions described here apply. Special conditions for the transfer of certificates are described in the standard-specific conditions.

2.8.3 If the client cancels the contract and changes to another certification body, the client is entitled to make the contents of the previous audit reports and certificates available to the other certification body in a suitable form. The Contractor is authorized to provide the information required to transfer the certification to the certification body taking over.

## 3 Standard-specific conditions for accredited certification

The Contractor's additional conditions for certain accredited certifications are listed below. These apply in addition to the above certification conditions for each of the specific standards listed below.

### 3.1 Supplementary conditions for environmental management systems according to ISO 14001 and / or EMAS

3.1.1 These additional conditions apply to the certification of environmental management systems according to ISO 14001 and to the assessment and validation according to EMAS (Eco Management Auditing Scheme).

3.1.2 Additional conditions for the ISO 14001 level 1 audit:

The stage 1 audit must be carried out on site for the first certification. Only under the following conditions is it not mandatory to carry out a stage 1 audit on site:

- the client and its typical environmental aspects are known to the audit team from previous audits, or
- the client already has a management system certified to ISO 14001 or EMAS, or
- the environmental impact of the client's sites is predominantly classified as low or limited.
- In addition to the relevant system documents, the review of the documents must also include an overview of the environmental aspects and environmental requirements of the client (including environmental permits and authorizations).

3.1.3 In Germany, the Environmental Audit Act (UAG) including the UAG fee schedule and the EU Basic Regulation apply in particular to EMAS audits.

3.1.4 The Client is obliged to inform the Contractor immediately if a significant environmentally relevant incident or a violation of environmental regulations occurs in its company that requires official intervention. A significant, environmentally relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The contractor shall then decide whether an extraordinary audit is required at short notice (see 2.5). If it turns out that the environmental management system seriously violates the certification requirements, the contractor will take measures that may lead to the suspension or withdrawal of the certificate.

### 3.2 Supplementary conditions for the automotive industry IATF 16949, VDA 6.x

3.2.1 The deviating regulations referred to in the following certification specifications for the automotive industry take precedence.

IATF 16949 - Certification System for the Automotive Industry according to IATF 16949 Rules for Obtaining and Maintaining IATF Recognition, 6th Edition, 2025 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 on the basis of ISO 9001 (VDA - QMC: German Association of the Automotive Industry - Quality Management Centre).

3.2.2 The client:

The client must provide the certification company with information on previous and/or existing IATF 16949 certifications before signing the contract.

1. must notify the certification body of any significant changes.
2. may not refuse an IATF Witness audit by the certification organization.
3. may not refuse an internal witness audit by the certification company.
4. may not refuse the presence of IATF observers.
5. may not refuse to make the audit report available to the IATF.
6. For more details on the IATF logo, see section 3.2.9 below
7. Consultants of the client who provide quality management system-related consultancy services may not be physically present at the client's site during an audit and may not participate directly or indirectly in the audit in any way. If the client does not fulfil this contractual requirement, the certification company will cancel the audit.

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen SteinFax  
51105 Cologne  
E-Mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296

8. The client must provide the certification body with information on audit preparation in accordance with the requirements of the certification body.
9. More details on transfer activities; see section 3.2.7
  - other certification body recognized by the IATF; see section 3.2.8
10. The client must remove all references to IATF 16949 certification from all internal and external marketing channels - including but not limited to web-sites, print and electronic media - if its certification is cancelled, withdrawn or expired.
11. The certification body shall inform its clients within ten (10) calendar days of any changes in the ownership of the certification body or loss of IATF approval. The certification body shall co-operate with the client to resolve any outstanding issues relating to the client's transfer to or from another IATF-approved certification body.
12. The certification body, including any IATF 16949 auditors it sponsors, shall comply with all applicable data protection laws of the clients' respective jurisdictions and provide sufficient transparency regarding the handling and processing of relevant personal data.

Any breach of the above provisions 1) to 8) shall be considered a material breach of contract and shall result in appropriate action by the Certification Company, including, but not limited to, cancellation or termination of the contract.

Cancellation of the audit, termination of the contract or withdrawal of certification.

A client site may not be included in a group scheme before inclusion in the legally valid contract between the certification company and the client.

### 3.2.3 Notification of the client of significant changes

The client must inform the certification body of any upcoming changes that may affect the ability of the quality management system to continue to fulfil the requirements of IATF 16949 certification. This includes, for example, changes relating to:

- Legal form and status
- Ownership structures (e.g. mergers, takeovers, amalgamations, joint ventures, etc.)
- Management structure (e.g. top management, key decision-makers, etc.)
- Address or physical address of the location
- Relocation of production processes or support activities
- Closure or relocation of a production site, an extended workbench or an independent remote support site
- Scope of operations within the quality management system, including any new sites and/or support relationships to be included in the scope of certification Outsourcing of quality management system processes to other organizations Certification requirements for the recognition and maintenance of IATF approval, 6th edition.
- Cases of customer dissatisfaction requiring notification of the certification body in accordance with the IATF OEM's customer-specific requirements (e.g. special customer status, etc.)
- Contract signed with another IATF-approved certification body (see section 7.1 IATF Rules 6th edition)

The contractor may need to conduct a special audit in response to the changes listed above.

Failure by the organization to inform the contractor of any of the changes listed above shall be considered a breach of the legally enforceable agreement. Such failure may result in the Contractor being found to be in serious non-conformance with ISO 9001 - IATF 16949 requirement 4.2 - Understanding the needs and expectations of interested parties - or other appropriate action as determined by the Contractor.

### 3.2.4 Audit cancellation (termination of the audit)

The contractor may not cancel an audit due to the detection of non-conformities.

### 3.2.5 Management of non-conformity

The Contractor shall require the Client to provide evidence of the following in accordance with the deadlines listed below (in calendar days from the closing meeting of the site audit):

NC Management table

Submission of evidence	Major NC	Minor NC
The containment measures implemented and their effectiveness	(15) Calendar days	(60) calendar days
The correction(s) implemented	(15) Calendar days	(60) calendar days
the root cause analysis, including the method used, results and Considerations on the effects of the root cause on other processes and products	(15) Calendar days	(60) calendar days
the plan of systemic corrective measures to eliminate the identified Root cause(s) and the defined method(s) for verifying their effectiveness.	(15) Calendar days	(60) calendar days
The implementation of the planned systemic corrective measure(s) to eliminate the root cause(s)	(60) calendar days	(60) calendar days
The result of the verification of the effectiveness of the implemented systemic Corrective action(s).	(60) calendar days	(60) calendar days

If the response to a major non-conformity (in accordance with section 5.11.1 a to d) submitted within fifteen (15) days is rejected, the Contractor shall request the Client to resolve the reasons for the rejection and submit an acceptable response to the non-conformity within a maximum of thirty (30) calendar days from the date of the final audit meeting.

If the response to a major nonconformity (in accordance with IATF Rules Section 5.11.1 e to f) or the response to a minor nonconformity (in accordance with IATF Rules Section 5.11.2 a to e) submitted within sixty (60) days is rejected, the Contractor shall request the Client to resolve the reasons for the rejection and submit an acceptable response to the nonconformity within a maximum of ninety (90) calendar days from the date of the audit closing meeting.

In exceptional cases where the client is unable to fully implement the planned systemic corrective actions and verify their effectiveness within a maximum of ninety (90) calendar days after the final audit meeting (e.g. if a new or improved manufacturing or IT system is required to eliminate the root cause of the problem), the non-conformance shall be classified as "one hundred per cent (100%) resolved" - but only if all of the following additional conditions are met at the time of acceptance of the major nonconformance statement after fifteen (15) calendar days or the minor non-conformance statement after sixty (60) calendar days:

The client (principal):

- provides evidence that containment measures are in place and will remain in place until the systemic corrective actions have been implemented and their effectiveness verified.
- submits a documented corrective action plan detailing the measures, the deadlines for implementation and the responsibilities for implementing the systemic corrective measure(s).

The contractor:

- the justification for the decision to classify the deviation as "one hundred per cent (100%) resolved" is documented in IATF NC CARA.
- a one-time extraordinary on-site audit is scheduled to verify the effective implementation of the planned systemic corrective actions based on the timing of the accepted systemic corrective action plan (see section 7.2 e). This extraordinary audit must be conducted at least ninety (90) calendar days prior to the next regular audit

If no solution can be reached within the NC Management table above deadlines, the statement on the nonconformity must be conclusively rejected and the final audit result assessed as failed. This must result in a negative certification decision (see section 5.12) and an existing certificate must be withdrawn immediately

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen SteinFax  
51105 Cologne  
E-Mail: tuvcert@de.tuv.com

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: intercert@de.tuv.com

Phone: +49 800 888 2378  
Fax: +49 800 888 3296



If no response is received within the deadlines specified in IATF Rules sections 5.11.1 and 5.11.2 for a nonconformity found, the final audit result must be assessed as failed, a negative certification decision must be made and an existing certificate must be withdrawn immediately.

### 3.2.5.1 Management of non-conformity (additional audit time)

Minor non-conformities verified on the basis of the off-site review of documents must be verified during the next on-site IATF audit in order for the minor non-conformities to be considered finally closed.

This means additional time for verification during the next regular IATF audit. IATF rule 6 stipulates at least 30 minutes as additional audit time for each minor deviation.

The time per secondary deviation can be increased by the contractor after evaluation and risk assessment. This additional time will be invoiced to the client in the order.

An extraordinary audit can also be carried out in the case of a minor deviation if the lead auditor decides that the deviation must be verified on site.

All NC management activities (including special audits, etc.) are to be invoiced in full to the client.

### 3.2.6 Extraordinary audit

In the case of a major:

- Extraordinary on-site audit is required.
- An Extraordinary On-Site Audit to verify the effective implementation of systemic corrective actions may only be conducted after a member of the audit team has accepted the sixty (60) calendar day non-conformity response.

### 3.2.7 Transfer of the audit of certification body X to TÜV Rheinland (=client)

The client must notify the certification body of its intention to transfer to another certification body as soon as a legally valid contract has been signed with the latter.

Note: This notification generally allows an extension of the contract until all transfer activities with the other certification body have been completed. This allows the IATF 16949 certificate to remain valid for a maximum of one hundred and twenty (120) calendar days beyond the recertification audit due date (see audit due date section 10.0) or until the expiry date of the certificate, whichever comes first. In cases where a transfer occurs on the due date of a surveillance audit, the IATF 16949 certificate may remain valid for a maximum of two hundred and ten (210) calendar days after the surveillance audit due date.

Note: The certification body may have other legitimate reasons for cancelling the contract or withdrawing the client's certification before the transfer activities have been completed.

### 3.2.8 Transfer of the audit of certification body X to TÜV Rheinland (=subcontractor) to another certification body

The client shall co-operate with the certification body to resolve any outstanding issues relating to the transfer to or from another IATF-approved certification body.

It may be 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 in the client's quality management system (see section 3.2 of the Rules), to significant changes at the client's site or as a result of a suspended certificate (see section 8.3 of the Rules). Clients cannot refuse special audits.

Special audits for non-conformity management and OEM special status/complaints are charged separately.

### 3.2.9 IATF logo

The only authorized use of the IATF logo is on certificates or declarations of conformity issued by the certification body. Any other use of the IATF logo by the client is not permitted.

Note: The client may reproduce the IATF 16949 certificate with the IATF logo for marketing and advertising purposes.

### 3.2.10 Contract with multiple locations

The client must have a legally valid contract (i.e. a legally enforceable agreement) with the contractor for the performance of IATF 16949 certification activities. If a client has multiple sites, the client must ensure that a legally enforceable contract exists between the certification body and all sites within the scope of certification or that all sites are covered by a legally enforceable contract.

A client site may not be included in a group scheme before inclusion in the legally valid contract between the certification company and the client.

### 3.2.11 Re-certification

Upon successful re-certification, the term of the certificate is extended by another 3 years minus 1 day, starting from the recertification decision. The re-certification audit and the positive certification decision must have been done by the expiry date.

### 3.2.12 Surveillance audit

3.2.12.1 In order to maintain the validity of the certificate, at least annual on-site surveillance audits must be carried out. 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 must be scheduled for the due date based on the surveillance audit interval as specified below:

Monitoring interval	12 months
---------------------	-----------

Number of audits per 3-year cycle	2
Permitted time window	-3 months / +3 months

The last day of the surveillance audit must not exceed the maximum allowable time window as shown in the table above. Within seven (7) calendar days of exceeding the maximum permitted time window for the surveillance audit, the contractor must cancel the certificate, update the certificate status in the IATF database and inform the client of the cancellation of the certificate.

Important! Only clients who are in the transfer process are exempt from this requirement.

## 3.3 Supplementary conditions for ISO 22000 / FSSC 22000

### 3.3.1 These additional conditions apply to

- ISO 22000 - Food safety management systems - Requirements for every organization in the food chain
- FSSC 22000 Food v6 (ISO 22000 + ISO / TS 22002-1)
- ISO / TS 22002-1 - Prerequisite programs on food safety - Part 1: Food manufacturing
- FSSC 22000 Packaging v6 (ISO 22000 + ISO / TS 22002-4)
- ISO / TS 22002-4 - Prerequisite programs on food safety - Part 4: Food packaging manufacturing

3.3.2 The basis for the entire audit and certification process, including the use of the logo, are the requirements of the applicable standards and additional documents of the FSSC 22000 Foundation, e.g. FSSC 22000 Scheme v6, Part 2 ([www.fssc.com](http://www.fssc.com)).

3.3.3 The standards ISO/TS 22002-1 and/or ISO/TS 22002-4 may only be audited in combination with ISO 22000.

3.3.4 Multi-site sampling for ISO 22000 is only possible at a number of 25 sites in the areas of animal breeding, plant breeding, catering, distribution and/or transport/storage.

3.3.5 The Contractor is irrevocably authorized by the Client to transmit the following information to the Foundation FSSC 22000, Stationsweg 35, 4205 AA Gorinchem, Netherlands:

- the order for auditing in accordance with the FSSC 22000 standard,
- the detailed results relating to the order, the audit and the certification in accordance with the FSSC 22000 standard, regardless of the success or failure of the audit procedure. This information is stored by the FSSC 22000 Foundation in its online database (Assurance Platform) and on the FSSC 22000 homepage ([www.fssc.com](http://www.fssc.com)),
- Information corresponding to the serious events received from the client.

3.3.6 Information gathered by the contractor during the certification process are treated confidentially. However, the client authorizes the contractor to share information relating to the certification and auditing process to the FSSC 22000 Foundation, Accreditation Body, the IAF, the GFSI and governmental authorities if required.

3.3.7 The client agrees to grant the FSSC 22000 Foundation and the accreditation body as well as their respective representatives and employees unrestricted access to all necessary information and to grant them the right to do so,

- to enter the property, the business, the operating and storage premises and the means of transport during business or operating hours,
- the performance of inspections or witness audits,
- Pass on information about the certified company to the FSSC 22000 Foundation and, if necessary, to government bodies,
- to inspect and review all written and electronic business documents,
- to request the required information.

If critical non-conformities are identified, the FSSC 22000 Foundation can impose sanctions on the client, which can lead to the withdrawal of the certificate.

3.3.8 At least one unannounced FSSC 22000 audit must be conducted after the initial/recertification audit and within 3 years thereafter. The client may voluntarily choose to replace all surveillance and recertification audits with unannounced annual audits. The client must inform the contractor in writing of the blackout days for the unannounced surveillance audit within 2 weeks of completion of stage 2. Blackout days are days on which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance work in production, etc.). The company has 10 days per calendar year at its disposal. Initial certifications are announced.

3.3.9 If the client refuses to participate in the unannounced FSSC 22000 audit, the certificate shall be suspended immediately and if the client does not expressly give the contractor the opportunity to carry out the unannounced audit within six months of the audit date, the certificate shall be consecutively withdrawn.

3.3.10 If the auditor is not granted access to the client's company to be audited, the client shall be liable for all costs incurred by the contractor, in particular for the reimbursement of travelling time, travelling expenses and the planning of the audit.

3.3.11 The Client must report to the Contractor within 3 working days in written form ([foodschemes@tuv.com](mailto:foodschemes@tuv.com)):

a) Serious events. Serious events in this sense are in particular:

Where the integrity of the certification is at risk and/or where the FSSC 22000 Foundation can be brought into disrepute. These include, but are not limited to:

- actions imposed by regulatory authorities as a result of a food safety issue(s), where additional monitoring or forced shutdown of production is required;

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen SteinFax  
51105 Cologne  
E-Mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296

- any legal proceedings, prosecutions, malpractice and negligence relating to product safety or compliance with product regulations,
- fraudulent activities and corruption;
- the customer discovers that his product harbors health risks or that legal regulations are not complied with,
- public food safety events related to the client (such as public recalls, withdrawals, calamities, food safety outbreaks etc.),
- extraordinary events that pose a threat to food safety or certification integrity as a result of Force majeure, natural or man-made disasters such as war, strikes, riots, political instability, geopolitical tensions, terrorism, crime, pandemics, floods, earthquakes, malicious computer hacking.

b) The following changes:

- any significant changes that affect compliance with the requirements of the program. Contact the contractor if you have any doubts about the significance of a change,
- changes to the name of the organization, contact address and location details,
- changes in the organization (e.g. legal, commercial, organizational status or ownership) and in management (e.g. key executives, decision-makers or technical staff),
- Major changes to the food safety management system, the area of activity and the product categories covered by the certified management system (e.g. new products, new processing lines, etc.),
- any other change that renders the information on the certificate incorrect.

3.3.12 The Contractor shall take appropriate steps to assess the situation and, if necessary, take appropriate measures or verification activities. These activities may have an impact on the certified status of the client.

3.3.13 Costs incurred as a result of additional work (e.g. review of corrections and corrective measures) due to a serious event shall be borne by the client and shall 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 2.5.

3.3.14 The client is the owner of the audit report and the certificate holder. Ownership of the certificate and the audit report content is held by the contractor.

3.3.15 At the Client's request, the Contractor shall actively enable the Client to access the associated organizational profile, audit and certification data registered in the Assurance Platform using the available functions.

3.3.16 The Parties may agree to conduct remote audits instead of on-site audits, if permitted by the instructions of the accreditation bodies/standard setters/certification program owners.

3.3.17 The client allows the Contractor and Foundation FSSC 22000 to share information regarding their certification status with external parties.

3.3.18 It is not permitted to use the FSMS (food safety management system) certification mark and/or any statement, that the client has a certified FSMS, on the product nor the product packaging (primary packaging (which contains the product) and any outer or secondary packaging).

#### 3.4 Supplementary conditions for product certification in accordance with the International Featured Standards IFS Food / IFS Logistics and IFS Broker

3.4.1 These additional conditions apply to product certification in accordance with internationally recognized standards for

- IFS Food v8 - Standard for auditing product and process conformity with regard to food safety and quality
- IFS Logistics v3 - Standard for auditing logistics services in relation to product safety and quality
- IFS Broker v3.2 - Standard for auditing Trade Agencies', importers' and Brokers' service compliance in relation to product quality and safety

3.4.2 The basis for the entire assessment and certification process, including the use of the logo, are the requirements of the applicable standards and supplementary documents of IFS Management GmbH, e.g. IFS guidelines / doctrine.

3.4.3 Assessments can only be scheduled once the examination of readiness for certification has been successfully completed and any differences between the opinions of the Contractor and the Client have been resolved.

3.4.4 The company shall submit the completed action plan, including proof of corrections, to the auditor within a maximum of 4 weeks after the last audit date.

3.4.5 Multi-site certifications at several locations are not carried out, except for IFS Logistics.

3.4.6 The Contractor does not guarantee that the IFS certificate/logo can be used without restriction for competitive purposes, in particular for advertising purposes.

3.4.7 The Contractor is irrevocably authorized by the Client to transmit the following information ("Data") to IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin. The following data will be stored in the IFS Database at IFS Management GmbH in line with the General Data Protection Regulation:

- The order for auditing in accordance with the IFS standard.

- The detailed results in relation to the order, assessment and certification according to the IFS standard, regardless of success or failure in the assessment process.

- Names, contact details, positions within the company.  
This is done in conjunction with auditing against an IFS standard of the client. The data is included in the audit report that IFS Management GmbH receives from the client, the auditor or the certification body. The data can also be displayed in the login area of the IFS Management GmbH website at <https://ifs-web-prod.ifs-certification.com/en/>. The data can be viewed there by retailers who have registered to use the login area.

- Information corresponding to the serious events received from the client.

3.4.8 The client is free to decide whether or not failed certifications and the detailed results of passed and failed certifications may be made available to the food retail trade by IFS Management GmbH via the online database.

3.4.9 The client agrees to grant the accreditation body and IFS Management GmbH and their respective representatives and employees unrestricted access to all necessary information within the scope of the "IFS Integrity Program" and to grant them the right to do so:

- to enter the property, the business, the operating and storage premises and the means of transport during business or operating hours,
- the performance of inspections,
- to inspect and review all written and electronic business documents,
- to request the necessary information and
- carry out unannounced audits.

If serious violations are detected, IFS Management GmbH may impose sanctions on the client, which may lead to the withdrawal of the certificate.

3.4.10 At least one unannounced IFS Food Assessment / IFS Logistics Audit must be carried out within 3 years. In the event of non-participation, the certification shall not be continued and the client shall bear the costs incurred. The client shall inform the contractor in writing of the 10 days / year on which the unannounced audit cannot be carried out (e.g. company holidays). Further information (e.g. audit protocol for unannounced audits) can be found on the standard setter's homepage ([www.ifs-certification.com](http://www.ifs-certification.com)).

3.4.11 The Client must notify the Contractor of serious events within 3 working days in written form ([foodschemes@tuv.com](mailto:foodschemes@tuv.com)). Serious events in this sense are in particular:

- any legal action relating to product safety or compliance with product regulations,
- the client discovers that his product harbors health risks or that legal regulations are not complied with,
- legal proceedings, prosecutions and their outcomes in relation to food safety or legality,
- public food safety events related to the client (such as public recalls, disasters, etc.),
- extraordinary events that pose a major threat to food safety or certification, such as war, strikes, riots, political instability, geopolitical tensions, terrorism, crime, pandemics, floods, earthquakes, malicious computer hacking or other natural or man-made disasters,
- any changes that may affect the company's ability to conform to the certification requirements (e.g. product recall/withdrawal caused by the logistics company in case the logistics company is the owner of the product or is responsible for the initiation of the procedure, changes in organisation and management, important modifications to the food / logistics service(s), changes of contact address and sites, new address of the site, etc.).

3.4.12 The Contractor shall take appropriate steps to assess the situation and, if necessary, take appropriate measures or verification activities. These activities may have an impact on the certified status of the client.

3.4.13 Costs incurred as a result of additional work (e.g. review of corrections and corrective measures) due to a serious event shall be borne by the client and shall 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 2.5.

3.4.14 The Parties may agree to conduct an IFS Broker remote audit instead of an on-site audit, provided this is permitted by the instructions of the accreditation bodies/standard setters/certification program owners. The following conditions apply

- the client is actively IFS Broker certified,
- the client has the appropriate IT infrastructure and environment (e.g. Internet access),
- the client has all relevant documents and records available online or has a document scanner or similar to be able to digitize further documents or records if necessary.

#### 3.5 Supplementary conditions for product certification according to BRC Global Standard Food Safety / BRCGS Packaging Materials

3.5.1 These additional conditions apply to product certification in accordance with the internationally recognized BRCGS standards:

- BRC Global Standard Food Safety v9,
- BRCGS Packaging Materials v6 for all audits until 27. April 2025,
- BRC Global Standard Packaging Materials v7 for all audits from 28. April 2025 on.

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen SteinFax  
51105 Cologne  
E-mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296

3.5.2 The basis for the entire audit and certification process, including the use of the logo, are the requirements of the applicable standards. This also includes any "voluntary modules" commissioned by the client. Further information can be found on the homepage of the standard owner ([www.brcgs.com](http://www.brcgs.com)).

3.5.3 Audit planning can only take place once the certification readiness review has been successfully completed and any differences between the opinions of the Contractor and the Client have been resolved.

3.5.4 Group certifications at several locations are not carried out.

3.5.5 In the event of suspension or revocation of the certificate, the client must immediately inform its customers of the circumstances that led to the suspension or revocation of the certificate. Customers shall be informed of the corrective measures taken to regain certification status.

3.5.6 The Contractor is irrevocably authorized by the Client to transmit the following information to "BRCGS":

- the order for testing in accordance with the BRCGS,
- the detailed results relating to the assignment, the audit and the BRCGS certification, regardless of the success or failure in the audit process. (e.g. copy of the audit report, certificates and other documents related to the audit),
- Information corresponding to the serious events received from the client.

"BRCGS" may make audit reports and certificates available to the client's customers. The release can be removed from the website at any time via BRCGS Directory by the client.

3.5.7 The client agrees to grant "BRCGS" and the accreditation body and their respective agents and employees unrestricted access to all necessary information and to grant them the right to

- to enter the property, the business, the operating and storage premises and the means of transport during business or operating hours,
- to carry out audits,
- to inspect and review all written and electronic business documents,
- to request the necessary information and
- carry out unannounced audits.

If serious violations are detected, "BRCGS" may impose sanctions on the client, which may lead to the withdrawal of the certificate. This provision also applies to other standard owners that are taken into account as part of the "Voluntary Modules".

3.5.8 The Client must notify the Contractor of serious events within 3 working days in written form ([foodschemes@tuv.com](mailto:foodschemes@tuv.com)). Serious events in this sense are in particular:

- any legal action relating to product safety or compliance with product regulations,
- that its product harbors health risks or that legal regulations are not complied with,
- Legal proceedings, prosecutions and their outcomes in relation to food safety or legality,
- public food safety events related to the client (such as public recalls, disasters, etc.),
- exceptional events that pose a major threat to food safety or certification, such as war, strikes, riots, political instability, geopolitical tensions, terrorism, crime, pandemics, floods, earthquakes, malicious computer hacking or other natural or man-made disasters.

3.5.9 For its part, the Contractor shall take appropriate steps to assess the situation and, if necessary, take appropriate measures or review activities. These activities may have an impact on the certified status of the client.

3.5.10 Costs incurred as a result of additional work (e.g. review of corrections and corrective measures) due to a serious event shall be borne by the client and shall 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 2.5.

3.5.11 At least one unannounced BRCGS Global Standard audit must be conducted within 3 years under the following conditions

- the client must inform the contractor in writing within 6 months of the last audit of the Blackout days for the unannounced surveillance audit. Blackout days are the days on which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance work in production, etc.). The company has 10 days per calendar year for this (companies with a 6-month audit plan (e.g. companies that are certified according to the Food Standard with grades C or D) can name a maximum of 5 days),
- In the event of non-participation, the certification will not be continued and the client must bear the costs incurred.

3.5.12 The contracting parties may agree to carry out a blended audit. A blended audit is an audit consisting of a remote assessment and an on-site audit. The following conditions apply (see also 2.7):

- the client is actively certified according to one of the internationally recognized BRCGS standards (see 3.5.1),
- applies to recertification audits and not to the first BRCGS audit,
- All relevant documents are available to the client online for remote assessment.

3.5.13 The client has the right to appeal against the certification decision of the certification body. Such an appeal must be submitted in writing to the certification body within 7 calendar days of receipt of the certification decision. In the event of an unsuccessful appeal, the certification body has the right to charge the costs for the implementation of the appeal.

### 3.6 Supplementary conditions for the aerospace industry EN/AS 9100

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

3.6.2 The Contractor is authorized to grant member companies of the Deutsche Akkreditierungsstelle GmbH (DAKkS), the aviation authorities and the BDLI (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V.) rights to information to the extent necessary to verify the correct application of the criteria and methods for the issue of certificates in accordance with the EN 9100 series. This includes the provision of information and documentation on the accreditation of the certification body by DAKkS (formerly DGA and TGA). Organizations must agree to allow accreditation bodies, OP assessors, client representatives and regulatory authorities to accompany a certification body audit as part of witness surveillance or evaluation of the effectiveness of the certification body's audit process.

3.6.3 The Client shall allow the Supplier to register Level 1 data (i.e. information on issued certificates for AQMS standards ("AQMS" = Aerospace Quality Management System) - public domain) and Level 2 data (e.g. information on and results of audits, assessments, non-conformities, corrective actions, inspections and suspensions - private domain) in the OASIS database ("OASIS" = Online Aerospace Supplier Information System). The client must grant its customers from the aerospace and defense industry and public authorities access to the level 2 data contained in the OASIS database on request, unless there are legitimate reasons for not doing so (e.g. competition, confidentiality, conflicts of interest).

3.6.4 The Client must appoint an employee to register as an OASIS database administrator for the Organization in the OASIS database.

3.6.5 The stage 1 audit of the initial certification audit must be carried out on site. Stage 1 and stage 2 may not be carried out directly one after the other.

3.6.6 For organizations with multiple sites within the scope of certification, the organization is assigned to a structure based on the criteria in Annex B of EN 9104-001. This classification is the basis for calculating the audit days for each site.

3.6.7 The client is obliged to make copies of the audit report and the associated documents and records available to its clients and potential clients on request, unless there are legitimate reasons for not doing so (e.g. competition, confidentiality, conflicts of interest).

3.6.8 A certificate shall only be issued if all non-conformities have been corrected by root cause analysis and the corrective actions have been accepted and verified by the certification body.

3.6.9 According to EN 9101, corrective actions for nonconformities - depending on the classification - shall be submitted by the organization to the audit team leader within 30 days of identification of the nonconformities. The certification body shall initiate the procedure for suspension of certification if an organization is unable to demonstrate that conformity with the relevant standard has been restored within 60 days of the issue of a non-conformity report (NCR). If AQMS-certified organizations lose their certification to the AQMS standard, they must inform their aerospace and defense clients immediately.

3.6.10 Classified information/export control requirements: Before commissioning and conducting audits, the client must inform the certification body about classified information or export control requirements so that these aspects can be included in the contract and audit planning. In the event that there are access restrictions for auditors and, if applicable, witnesses / OP assessors in certain areas during the audit, the client and certification body must clarify how access to these areas can take place during the audit, as only areas / processes that have been audited accordingly can be included in the scope of the certificate. Exclusions of processes are only permitted in accordance with the requirements of the standard.

### 3.7 Supplementary conditions for ISO 45001 and SCC/SCP

3.7.1 These additional conditions apply to the certification of health and safety management systems to internationally recognized standards for

- ISO 45001
- and management systems in the areas of safety, health and environmental protection in accordance with
- SCC (contractor/manufacturing industry) and
- SCP (personnel service provider).

3.7.2 For initial certification to ISO 45001, the level 1 audit must be carried out on site.

3.7.3 For SCC certification, the client undertakes to grant the auditors access to the respective construction sites. A corresponding construction site list must be submitted to the audit team leader at least three weeks before the audit.

3.7.4 For SCP certification, the hirer undertakes to grant access to relevant construction sites or projects. If the hirer refuses access to the company, construction sites or projects, the temporary employment agency must send suitable temporary workers for the audit to the head office or the relevant branch of the customer so that the auditor can interview these persons.

3.7.5 SCC- or SCP-certified clients can apply for the right to use the SCC logo for the duration of the certificate.

3.7.6 The Client is obliged to inform the Contractor immediately if a serious health and safety incident or a breach of statutory obligations has occurred in its company that requires official intervention. A serious, 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 employer then decides whether or not a short-term, extraordinary audit is necessary (see 2.5). If it transpires that the occupational health and safety management system is in serious breach of the certification requirements, the

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen Stein  
51105 Cologne  
E-Mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296

contractor shall take measures that may lead to the suspension or withdrawal of the certificate. A serious breach is deemed to have occurred, for example, in the event of an accident at work with a fatal outcome.

### 3.8 Supplementary conditions for other TÜV Rheinland companies

For management system certifications where accreditation is carried out by other TÜV Rheinland companies (e.g. SA 8000, IRIS), additional standard-specific certification conditions apply.

### 3.9 ISMS additional conditions according to ISO/IEC 27001

For ISM systems according to ISO/IEC 27001, the following requirements apply in addition to the requirements from section 2.6 regarding multi-site certifications:

3.9.1 Multi-site certifications can be applied to organizations with multiple similar sites if an ISM system is implemented that covers the requirements for all sites.

A certificate - including a list of locations - can be issued for an organization under the following conditions:

- a) All sites have the same ISM system, which is centrally managed and monitored and is subject to internal audits and management reviews,
- b) all sites are included in the company's internal audit program and management review,
- (c) the initial contract review ensures that the different locations are adequately taken into account in the selection of the sample.
- d) A representative number of sites will be selected by the contractor taking into account the following aspects:

- Results of the internal audits for the head office and the locations
- Results of the management review
- Different sizes of locations
- Different business purpose of the websites
- Complexity of the ISMS
- Complexity of the information systems at the various locations
- Differences in the way we work
- Differences in current activities
- Possible interaction with critical information systems or processing of sensitive data
- Different legal requirements

e) The representative sample refers to all locations that fall within the scope of the client's ISMS; it is based on the assessment under point d) and on random factors.

f) Prior to certification, all locations where significant risks exist must be audited.

g) The surveillance audit program is designed in such a way that all sites are audited within a reasonable time frame.

h) Corrective actions for nonconformities at one site must be applied to all sites within the scope of the multi-site certification.

### 3.10 Supplementary conditions for ISO/IEC 20000-1, ISO 22301 and ISO/IEC 27001

If the organization has records of the management system that cannot be made available to the audit team for inspection because they contain confidential or sensitive information, TÜV Rheinland must be informed, stating the reasons for this.

A decision is made as to whether the management system can be adequately audited in the absence of this confidential information. Alternatively, if it is concluded that it is not possible to adequately audit the management system without reviewing the identified confidential or sensitive records, an intermediary acceptable to both parties may review and confirm the information, or the audit may not take place.

### 3.11 Supplementary conditions for the certification of energy management systems in accordance with ISO 50001

3.11.1 The certifications must fulfil the requirements of the valid international accreditation standard ISO 50003.

3.11.2 For certifications with several locations, the conditions stated in section 2.6 apply. Locations without employees are not counted as additional locations when determining the audit time, but must be appropriately considered / audited in the overall audit cycle (3 years).

3.11.3 In justified exceptional cases (micro-enterprises, sufficient current knowledge of the certification body through ISO 14001 audits, EMAS validations, GHG verification), stage 1 and stage 2 of the audit can be carried out immediately one after the other, but only if the risks of an audit cancellation have been clearly explained to the client. The decision lies with the contractor.

### 3.12 Supplementary / deviating conditions for the authorization of bodies and measures in accordance with AZAV on the basis of ISO/IEC 17065 in conjunction with ISO/IEC 17021

3.12.1 The competent body for the approval of providers and measures in accordance with SGB III/AZAV of TÜV Rheinland Cert GmbH (hereinafter referred to as FKS) offers its services to all providers of labor market services in accordance with

SGB III / AZAV. This enables the providers to demonstrate fulfilment of the requirements specified therein by a neutral certification body.

The supplementary conditions apply to:

- Certification of the quality assurance system (system certification) of a provider in the AZAV provider authorization standard.
- the certification of the measures (product certification) of an organization in the AZAV measure approval standard.

3.12.2 The binding legal basis for the accreditation of providers and measures are the provisions of SGB III (Social Code, Third Book) and AZAV (Accreditation and Authorization Ordinance for Employment Promotion) as well as the associated guidelines and regulations in the currently valid version. In addition, accreditation requirements such as ISO/IEC 17021, ISO/IEC 17065, ISO 19011 as well as the current technical and recommendations of the Advisory Board according to § 182 SGB III and the responsible sector committee of the DAKS apply, insofar as they do not contradict legal regulations.

Other applicable standards can be, for example, ISO 9001 or similar standards.

3.12.3 The certification and monitoring procedures are based on the processes of the respective standard. Approval of the organization is granted for a period of 5 years. Approval of measures is regularly granted for 3 years. Surveillance audits are carried out at annual intervals.

The period for carrying out the surveillance audits is based on the due date (last audit day of initial authorization) minus 4 weeks or plus 4 weeks.

After expiry of the authorizations (provider authorization after 5 years, measure authorization after 3 years), a new authorization is required. Recertification or extension of certificates or licenses is not possible.

3.12.4 The institution must submit a formal application to the TCS for authorization as an institution. When submitting the application, the institution is obliged to provide truthful information and to provide the relevant evidence in digital form:

- Type and scope of the system to be certified
- Type and scope of the marketing authorization applied for (departments 1 to 6)
- The legal status
- Existing certifications, licenses and, if applicable, special authorizations
- the status of business licenses, previous convictions, investigation proceedings and other necessary information on the applicant's reliability
- the financial and technical capacity of the organization and the suitability of its infrastructure
- the suitability of the organizational and personnel structure as well as the processes for the department(s) applied for
- the current range of labor market service measures
- contractual agreements with the participants

3.12.5 In the application, the institution must make binding declarations regarding

- compliance with reporting obligations to the TCS, in particular in the event of changes to or cancellation of certification requirements
- granting access to the affected organizational units within its company to authorized groups of people as part of audit procedures and processes.

3.12.6 After reviewing the application, the TCS informs the institution of the result, requests any necessary improvements and names other bodies, persons and time periods involved in the certification procedure.

3.12.7 If the TCS discovers falsehoods in the application or in the declarations, this will result in the application being rejected. If these findings only become known during or after a certification procedure, this will result in the procedure being cancelled and/or the certificate being withdrawn. In addition, the TCS reserves the right to take legal action.

3.12.8 The following regulations apply to the certification of associations in accordance with AZAV, in deviation from the general certification conditions:

An organization that is an independent legal entity is also considered independent within the meaning of AZAV.

An association of several legally independent organizations cannot apply for joint authorization. Each sponsor, whether a legal entity or a natural person, must apply to the FCS for approval for its organization.

Network certifications can therefore only be applied to organizations with legally dependent locations and/or organizations with branches that only have branch office functions.

This also includes outsourced training locations/training facilities (e.g. underground rooms, workshops, practice areas, etc.), administrative or other locations where the service is provided or managed.

3.12.9 The FCS must be notified of any changes to the sponsor license. This applies in particular to changes in connection with the legal, economic, organizational status or ownership structure of the institution, the organization, management and responsible persons, in connection with the approved specialist areas, resources and locations as well as in connection with other matters (e.g. initiation of official investigation proceedings) that have an impact on the institution's compliance with the requirements for approval.

In addition, all matters or circumstances that may affect the institution's ability to fulfil the certification requirements must be reported. The final assessment of whether or

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen Stein  
51105 Cologne  
E-Mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
Fax: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296



not the institution's ability to fulfil the certification requirements is affected is the responsibility of the TCS.

The changes must be reported to the TCS immediately before the occurrence of the event, but at the latest within 2 weeks of the occurrence of the reportable event.

3.12.10 If violations of the reporting obligation are detected, the TCS may take appropriate measures, which may range from a three-month suspension to the withdrawal of the license. The FKS reserves the right to take further legal action.

3.12.11 A formal application must be submitted to the TCS for the authorization of continuing vocational training or activation and vocational integration measures, usually 6 months before the planned start. Approval for measures can only be applied for by authorized providers. The application documents specified by the FKS must be used.

In this application, the institution must provide at least the following information and documents:

- Number, type, economic sector and objective of the measure(s) applied for, broken down into the specialized areas of FbW and AVGS
- Measure notification list(s), brief description(s) of the measure(s), measure concept(s), needs analysis(s)
- Objective, target group, suitability assessment, absence management, monitoring the success of completed measures, placement activities
- Duration, schedule and costs of the measure(s) applied for
- Location and type of infrastructure of the sites intended for realization
- Qualifications, expertise and professional experience of the teaching staff deployed as well as their actual deployment and time commitment
- Documents with participants (training contract, internship contract, data protection, certificates of participation, certificates)
- Type and scope of any authorizations required for implementation
- Securing financing for federal or state regulations
- Authorizations already granted or application procedures already carried out, as well as their results
- all other evidence and documents required by the TCS.

Certificates or recognition from other independent bodies are recognized in full or in part in a procedure corresponding to the approval procedure in accordance with AZAV. They must be notified to the certification body prior to the initiation of the procedure and proven by means of suitable documentation.

Organizations that are approved by another competent body cannot apply for measures from FKS TÜV Rheinland Cert GmbH.

3.12.12 The procedure for authorization of the measure begins with the written application assessment (conformity assessment) by the TCS. The organization receives notification of the result of the assessment, any comments/supplements, the auditor responsible and the random sample specified for reference selection. The procedure must be completed no later than 6 months after acceptance of the application. In justified cases, a one-off extension of the deadline can be applied for.

3.12.13 Approvals of measures are generally carried out in the form of document checks (off-site). This can take place following the sponsor approval or at any other time within a valid sponsor approval.

3.12.14 When measures are approved for the first time or when measures are approved from a specialist or economic sector that has not previously been relevant for the sponsor, an on-site inspection (e.g. facilities, special equipment, etc.) may also be required as part of the approval of measures. The same applies from a certain ratio of new approvals to the number of previously approved measures.

3.12.15 Upon authorization, the sponsor may request that all measures applied for be checked or that the random sampling procedure be applied by the TCS.

The random sample check (reference selection) can only be used for activation and vocational integration measures and for continuing vocational training measures, and only if these are within the Federal Employment Agency's specified average cost rate (BDKS).

The sample size depends on:

- Type and number of measures
- Economic sector or objective of the measure
- Duration of measure
- with or without a part of the program with an employer (AVGS only)

The specifications for sampling and the conditions to be observed for the sampling inspection are regulated in the respective valid recommendations of the Advisory Board of the Federal Employment Agency or in the specifications of the responsible DAkkS sector committee.

When authorizing measures via a reference selection, the authorization requirements must actually be met for all measures included in the reference selection and subsequently checked; subsequent improvements are not permitted here. If a measure does not fulfil the approval requirements, a new random sample is determined. If this also does not fulfil the requirements, approval of all measures applied for under this simplified procedure is excluded.

3.12.16 Measures that exceed the BDKS cannot be included in the reference selection. All measures that exceed the BDKS are checked in full.

If the calculated measure costs exceed the BDKS by more than 25 per cent, approval of these measures requires the consent of the Federal Employment Agency.

3.12.17 If deficiencies are subsequently identified in the approval of the measure, the procedure and decision of the TCS shall depend on whether the deficiency occurred before or after the measure was approved. The resulting procedure of the TCS is laid down in the recommendations of the Advisory Board.

3.12.18 If a measure is carried out in cooperation with another organization, it must be determined which of the organizations involved will assume responsibility for the measure. This organization then submits the measure for approval. For example, organizations that are involved in more than 50% of the implementation of the measure must submit the measure for approval.

The regulations on subcontracting contained in the current recommendations of the Advisory Board pursuant to Section 182 SGB III must be observed.

3.12.19 Changes to measures that have a significant impact on the content, achievable qualifications, duration or price of the measure must be requested by the organizer. This also applies to changes to the planned venues. Changes cannot be applied for or approved retroactively.

3.12.20 If violations of the reporting obligation are identified, the TCS may take appropriate measures up to and including the withdrawal of the authorization. The TCS reserves the right to take further legal action.

3.12.21 Monitoring audits are carried out at annual intervals. This also applies to the monitoring of authorized measures.

3.12.22 The monitoring of the authorized measures of the provider is carried out on the basis of a random sample audit. In order to determine the number of measures in the range of measures to be audited by the competent body, a reference selection must be made for each specialist area (Section 5 (1) sentence 3 nos. 1 and 4 AZAV). The specifications for the random sample audit are regulated in the respective valid recommendations of the advisory board in accordance with § 182 SGB III.

3.12.23 In the event of deficiencies in the approval of a measure that are identified during a surveillance audit, the procedure and decision of the TCS shall be based on whether the deficiency occurred before or after the measure was approved. The procedure of the TCS (suspension for rectification for a maximum of 3 months or withdrawal of the authorization) is defined in the recommendations of the Advisory Board.

3.12.24 The provider certificate, including the required annexes to the certificate, is drawn up in accordance with the requirements of SGB III, AZAV, the recommendations of the advisory board in accordance with § 182 SGB III and the accreditation requirements.

3.12.25 The certificate for the measure and any necessary annexes are issued in accordance with the requirements of SGB III, AZAV, the recommendations of the advisory board pursuant to Section 182 SGB III and the accreditation rules. The measures are presented separately according to the specialized areas. In the event of deficiencies, the certificate can be suspended or withdrawn for a maximum of 3 months.

3.12.26 The TCS must be notified of any changes to authorized measures. This applies in particular to changes in the duration of the measure, the content, the procedure, the calculation and the prices; to the inclusion of new locations or the discontinuation of locations, to changes in the personnel of the persons primarily responsible, e.g. teachers, trainers, educators and to changes in recognition by third parties, e.g. supervisory authorities.

In addition, all matters or circumstances that may have an impact on the authorized measures must be reported. The final assessment as to whether the certification requirements continue to be met is the responsibility of the TCS. In case of doubt, such facts or circumstances must therefore be reported immediately.

The changes must be reported to the TCS immediately before the occurrence of the event, but at the latest within 2 weeks of the occurrence of the reportable event (see point 3.12.9).

3.12.27 All activities of the auditors/evaluators and decisions of the TCS are subject to a fee. Notifications, results and decisions shall be sent to the authorized institution in writing in the form of a report.

3.12.28 In addition to the provisions under point 1.4.10 on cancellation, approved measures generally retain their approval until the respective period of validity expires, provided that a valid sponsor certificate from another competent body confirming approval as a sponsor is presented. The measures will continue to be monitored by FKS TÜV Rheinland Cert GmbH. The regulations in the recommendations of the advisory board according to § 182 SGB III apply accordingly.

**An appeal can be lodged against all decisions made by the TCS within the framework of the authorization of sponsors and measures within 4 weeks of receipt of the decision.**

### 3.13 Supplementary conditions for the German certification program "MAAS-BGW":

3.13.1 The basis for certification and recertification is the integrated quality management system introduced by the client as well as the requirements of DAkkS and MAAS-BGW for the scope applied for. The subject of the surveillance is the current integrated quality management system in the certified scope on the basis of the respectively valid version of the DAkkS and MAAS-BGW documents.

3.13.2 The client undertakes to fulfil the requirements of MAAS-BGW.

3.13.3 The client undertakes to implement changes to the requirements of the MAAS-BGW within three years of their announcement, unless the period is shortened due to the requirements of the DAkkS, the MAAS-BGW or statutory provisions that prescribe a different implementation period.

3.13.4 The audit is carried out in accordance with the requirements of ISO 17021, taking into account the specific requirements and interpretations of the BGW. Only per-

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen Stein  
51105 Cologne  
E-Mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296

sons who fulfil the requirements for MAAS-BGW auditors or lead MAAS-BGW auditors in accordance with the applicable DAkkS and MAAS-BGW specifications are used as auditors.

3.13.5 In order to be able to make a positive certification decision within the scope of certification, re-certification and surveillance, the following requirements must be met by the client:

-The client lies within the area of responsibility of the BGW.

-fulfilment of the MAAS-BGW in accordance with the current specifications of the DAkkS and the BGW.

-Simultaneous auditing in accordance with DIN EN ISO 9001 and MAAS-BGW in an integrated system

-Correction of any non-conformities (deviations) identified during the audit by providing evidence of appropriate measures in accordance with ISO 9001.

Any necessary follow-up audit must be carried out no later than 3 months after the last day of the integrated audit.

-Successful completion of a certification for the same scope in accordance with DIN EN ISO 9001 in the currently valid version at the latest at the time of issuing the certificate in accordance with MAAS-BGW or successful maintenance of an ISO 9001 certification for the same scope.

-Compliance with the requirements for the implementation of a sampling procedure in the case of branches (see also network certifications under 2.6 and 3.13.12).

3.13.6 If the requirements for certification or re-certification in accordance with point 3.14.5 are met, certification is issued in the form of a German-language certificate. The period of validity of the certificate is generally 3 years from the date of issue, but is dependent on the period of validity of the ISO 9001 certificate. In the case of an existing ISO 9001 certification, the period of validity may therefore be shortened accordingly.

3.13.7 The certificate confirms that the client has provided evidence that it fulfils the requirements of MAAS-BGW in the specified scope.

3.13.8 The certificate does not certify legal conformity. The monitoring rights and obligations of the employers' liability insurance associations and other administrative bodies remain unaffected.

3.13.9 If it is determined during a surveillance audit that the client's quality management system deviates from the status determined during the initial certification, the contractor shall decide on the basis of the DAkkS and the BGW regulations whether the requirements for maintaining the certificate are still met or whether the certificate must be withdrawn.

3.13.10 The Contractor's personnel involved in certification and recertification or monitoring are obliged to maintain confidentiality towards third parties. Information about the content of the contract and the findings made during the execution of the contract may only be provided with the consent of the client. This shall not apply to requests for information from courts or authorities in cases provided for by law. The client agrees to the forwarding of certain information from member companies of the BGW to the BGW (name and address of the company and its sites in accordance with the scope of the certificate, BGW membership number, sector, number of employees, MAAS auditor(s) employed, audit date, number and end of validity of the certificate) after successful certification by the contractor. For companies that are not members of the BGW, information on the sector and size/number of employees will be provided. However, the client may object to inclusion in a reference list published online by the BGW and forwarding to state occupational health and safety authorities in accordance with the guideline Organization of Occupational Health and Safety of the Joint German Occupational Health and Safety Strategy.

3.13.11 If the client cancels the contract and changes to another certification body, the client is entitled to make the contents of the previous audit reports and certificates available to the other certification body in a suitable form.

3.13.12 Prerequisites for carrying out the sampling procedure for clients whose company has several branches (see also 2.1.5 Group certifications):

-The individual branches are dependent on the client (head office), must be subject to a common QM system and jointly fulfil the MAAS-BGW. All MAAS-BGW requirements must be fulfilled by the head office.

-A contractual relationship exists only between the contractor and the client (head office), irrespective of the corporate status of the branch(es).

-The number of random checks, including as part of the monitoring procedure, is determined by the number of companies included. Each inspection covers all sections of the MAAS-BGW.

-The client (head office) must also initiate the implementation of corrective measures in the branches and monitor their implementation.

-The client (head office) is responsible for ensuring that the branches permanently fulfil the requirements for certification and bears the consequences of non-compliance.

-In this respect, the behavior of the branches is fully attributed to the client as its own behavior. Accordingly, the certificate must be withdrawn if one of the included branches fulfils the conditions for withdrawal.

3.13.13 The use of the MAAS-BGW mark outside of the certificate follows the BGW's mark statutes and can be applied for directly by certified companies on presentation of the accredited certificate.

3.13.14 The client agrees to have a witness audit carried out at any time by assessors from the accreditation body or the BGW

### 3.14 Supplementary provisions for the assessment of management systems with approval-relevant requirements or road traffic law parts certificates GRA (approval-relevant requirements)

3.14.1 The "Rules for the Designation/Recognition of Technical Services (Category C)" of the Federal Motor Transport Authority apply in their current version.

3.14.2 The Client shall provide the Contractor with information on existing or planned road traffic licenses or parts certificates for each audit.

3.14.3 The approval and recognition authorities have the right to request audit reports, quality records and other documents relevant for type approval at any time.

3.14.4 The client may not use certificates, CoP information, audit reports, etc. that have been prepared as part of the assessment (GRA), or parts thereof, in a misleading manner.

3.14.5 The client and holder or potential holder of type approvals under road traffic law are advised that they are subject to the rights and obligations of an approval holder (including in accordance with the "Information Sheet on Initial Assessment (MAB)" of the Federal Motor Transport Authority). These rights and obligations apply independently of the certification/assessment process.

3.14.6 The client and holder or potential holder of parts certificates is advised that he is subject to the rights and obligations of an authorization holder in accordance with the aforementioned sections. These rights and obligations apply independently of the certification/assessment process.

3.14.7 The client and holder of type approvals under road traffic law or of parts certificates for several objects must draw up a program for the regular inspection of the approved or parts certificate-relevant properties. The type of inspection, interval and sample size must be justified. Records must be kept of the implementation of the program and retained for an appropriate period of time.

3.14.8 The client and holder of type approvals under road traffic law or of parts certificates must carry out internal audits at appropriate intervals to assess the fulfillment of the requirements relevant to approval or parts certificates and evaluate them by management.

3.14.9 In the event that the client and holder of type approvals under road traffic law or of parts certificates has the objects concerned manufactured in whole or in substantial parts in legally independent companies (external production facilities), the extent to which he fulfils his obligations to monitor production is assessed during the assessment.

3.14.10 Proof of the QM system at the external production site can be provided by an assessment by the Contractor or by the following alternative measures:

- Proof of a certificate, a GRA certificate or a verification confirmation from the third-party manufacturing facility. These documents should include approval-relevant requirements and be issued by a notified technical service.
- In the case of third-party production of authorized objects (KBA), the production facility must comply with the requirements of the current "Information Sheet on Initial Assessment (MAB)" of the Federal Motor Transport Authority.
- In the case of external production of objects relevant to the parts certificate, the production facility may have to fulfil additional requirements in accordance with the technical services responsible for the assessment.

3.14.11 During the period of validity of the certificate or the GRA certificate, the manufacturer shall provide the following information to the certification body:

- Changes in relation to the manufacturing processes
- Changes in relation to the production sites

3.14.12 As a result of each audit of a license holder or potential license holder (KBA), a "CoP Information" is created and sent to the Federal Motor Transport Authority by the certification body.

3.14.13 A major non-conformance is defined as follows, in addition to the requirements of ISO/IEC 17021-1:

- There is a risk that
  - o an unauthorized product with an approval mark is placed on the market or the impression is created that it is approved or
  - o a product that does not comply with the authorization can enter the market or
  - o defective products cannot be recalled.
- The license holder deviates from the provisions of the license and does not immediately take adequate corrective action.
- Other serious violations of authorization-relevant requirements.

3.14.14 Irrespective of the client's (license holder's) duty to inform, the contractor must inform the Federal Motor Transport Authority immediately in the following cases, among others:

- Major non-conformities with regard to approval-relevant requirements in the audited organization if the organization does not immediately and effectively implement adequate corrections and corrective actions.
- Final refusal to issue a certificate of compliance with the requirements relevant to authorization.
- Invalidity, restriction or suspension of the certificate for authorization-relevant requirements and for ongoing procedures.

3.14.15 The client undertakes to enable the participation of a witness assessor from the designation body in the audit.

TÜV Rheinland Cert GmbH

Registered office: Phone: +49 221 806 0  
Am Grauen SteinFax: +49 221 806 2765  
51105 Cologne  
E-Mail: tuvcert@de.tuv.com

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office: Phone: +49 800 888 2378  
Tillystr. 2 Fax: +49 800 888 3296  
90431 Nuremberg  
E-mail: intercert@de.tuv.com

### 3.15 Assessment of approval-relevant or parts certificate-relevant requirements (procedure GRA) with preparation of a GRA certificate if a certified QM system (ISO 9001 or IATF) is available

3.15.1 In addition to the rules and procedures of the applicable certification procedures (ISO 9001 or IATF), the following supplements apply.

3.15.2 The procedure for the initial assessment in the procedure-GRA is as follows. All procedural steps up to and including the audit can be carried out separately for the procedure-GRA or in combination with the certified procedures.

- Optional information meeting on the GRA procedure
- Quotation and order confirmation
- Preparation for the audit and document review with regard to approval-relevant or parts certificate-relevant requirements for readiness assessment if necessary
- Audit planning
- Audit performance
- Processing and verification of corrective measures or re-audit if necessary
- Internal approval process by the GRA product management of the certification body
- Transmission of the CoP information to the authorization authority (for authorization holders or potential authorization holders)
- Creation of the GRA certificate linked to the validity of the applicable certification procedure.
- Sending the GRA certificate and the CoP information to the client.

#### 3.15.3 Surveillance audit

Annual monitoring is carried out in accordance with the rules of the applicable certified procedures. All process steps up to and including the audit can be carried out separately or in combination with the certified procedures.

Current CoP information is sent to the licensing authority each time monitoring is carried out (for license holders or potential license holders).

#### 3.15.4 Reassessment

In the course of re-certification in accordance with the rules of the applicable certified procedures, a reassessment is carried out in the GRA procedure. All process steps up to and including the performance of the audit can be carried out again separately or in combination with the certified procedures for the procedure GRA.

An updated GRA certificate is issued after a successful reassessment. Current CoP information is sent to the licensing authority (for license holders or potential license holders).

### 3.16 Assessment of approval-relevant or parts certificate-relevant requirements (verification procedure) with issuance of a verification confirmation, without the existence of a certified QM system.

3.16.1 The procedure for the initial assessment in the verification procedure is as follows in this case:

- Optional information meeting on the verification procedure
- Quotation and order confirmation
- Preparation for the audit and document review with regard to requirements relevant to the parts certificate for the readiness assessment if necessary
- Audit planning
- Audit performance
- Processing and verification of corrective measures or re-audit if necessary
- Internal approval process by the GRA product management of the certification body
- Issue of the verification confirmation with an initial validity limit of 1 year.

#### 3.16.2 Surveillance audit

In principle, a monitoring audit is planned for the first assessment in the verification procedure approx. 1 year after the initial audit and the validity of the verification certificate is limited to this point in time. The decision on this is made when the verification confirmation is released.

After a successful surveillance audit, the validity of the verification confirmation is extended to 3 years from the initial audit date.

In the case of repeat assessments, there is generally no annual monitoring.

#### 3.16.3 Reassessment

At the end of the validity of the verification confirmation, a repeat assessment is agreed in the verification procedure in due time.

### 3.17 Assessment of approval-relevant requirements (audit for initial assessment) without issuing a GRA certificate, with or without the existence of a certified QM system

3.17.1 The procedure for appraisal for the purpose of initial assessment is as follows:

- Optional information meeting on the procedure and GRA
- Quotation and order confirmation
- Preparation for the audit and document review regarding authorization-relevant requirements for readiness assessment if necessary
- Audit planning
- Audit performance
- Processing and verification of corrective measures or re-audit if necessary
- Internal approval process by the GRA product management of the certification body
- Transmission of the CoP information to the authorization authority

#### 3.17.2 Surveillance audit

In principle, no monitoring assessment is planned. The decision on further monitoring measures is the responsibility of the authorizing authority.

#### 3.17.3 Reassessment

In principle, no repeat assessment is planned. The decision on further monitoring measures is the responsibility of the authorizing authority

### 3.18 Supplementary conditions for the confirmation of ecological counter-performance in accordance with EnSimiMaV, EnFG, BECV and SPK-R: Applies only to German companies or locations in Germany

3.18.1 The publications of the responsible ministries BMWK and BMU as well as the authorities BAFA (for EnFG see e.g. form declarations on "green conditionality") and DEHST apply in their respective valid versions.

3.18.2 The Contractor is entitled to request further information from the Client in order to issue the confirmation.

3.18.3 In addition, the client must ensure that all relevant documents are available as early as possible. This includes, in particular, the following audit bases: self-declaration/declaration of the organization, action plans of the last 3 years, lists of ideas, results reports according to DIN EN 17463, offers and calculations, calculation of the internal interest rate, price increases, degradation. If the legislator, BAFA or DEHST stipulate or require additional verification documents, these must also be provided by the client (e.g. the energy management system report).

### 3.19 Supplementary conditions for certified quality in gaming arcades - youth protection, player protection, operational management

Points 1.1.2, 1.1.3 and 1.1.11 are not applicable to the gaming arcade standard. Chapters 2.2 to 2.7 are also not applicable to the gaming arcade standard. The amendments are listed here. The certificate is valid for two years, provided that all surveillance audits/mystery audits are carried out correctly.

#### 3.19.1 Certification audit:

- The certification audit takes place at the head office and the arcade. Ideally, the head office should be audited before the arcade, as the results have an impact on the audit time in the arcade.
- If the contractor is not able to verify and accept the implementation of corrections and corrective actions for nonconformities within 90 working days after the last day of the certification audit, the certification decision is negative and the client must start again with an initial certification audit

#### 3.19.2 Surveillance audit:

- To maintain the validity of the certificate, two on-site surveillance audits must be carried out each year.

#### 3.19.3 Re-certification audit

- To extend the certification for a further two years, a re-certification audit must be successfully completed by the client before the expiry date.
- The procedure corresponds to that of the certification audit.
- If re-certification is successful, the term of the certificate is extended by 2 years. The recertification audit and the positive certification decision must be completed by the expiry date.

#### 3.19.4 Audits or mystery audits announced or unannounced at short notice

Under the following conditions, an extraordinary audit, announced at short notice or unannounced, may become necessary.

- Serious complaints and other matters of which the certification body becomes aware that call into question the effectiveness of the certified service or the client's process and which cannot be resolved in writing or as part of the next regular audit (e.g. suspected violations of the law by the client or its managerial staff).

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen SteinFax  
51105 Cologne  
E-Mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296

- Changes at the client that affect the capabilities of the service or process in such a way that the requirements of the certification standard are no longer met.
- As a consequence of a suspension of the client's certification.
- Due to legal regulations.

#### 3.19.5 Certification of companies with multiple locations

- Multi-site certifications can be applied to companies with several locations. This also includes several individual, autonomous and independent companies or organizations that are linked to each other in the sense of a group of companies. A distinction is made here between the central functions (e.g. personnel, maintenance, entrepreneurial duties, etc.) and the actual gaming arcades (operations).
- The central functions are audited separately.
- All associated gaming arcades are audited in accordance with the standard; random checks are not possible.

#### 3.19.6 Rights of the certification body

The certification body has the right to contact the competent authority at state level to clarify the facts of the case with regard to the legality of authorization notices.

---

TÜV Rheinland Cert GmbH

Registered office:  
Am Grauen Stein  
51105 Cologne  
E-Mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com)

Phone: +49 221 806 0  
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:  
Tillystr. 2  
90431 Nuremberg  
E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)

Phone: +49 800 888 2378  
Fax: +49 800 888 3296