



Terms & Conditions on System certification

Business Stream People & Business Assurance

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**Regulations containing the terms and
conditions of delivery under which
TÜV Rheinland Nederland B.V. enters into
agreements for the certification of management
systems**

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1 General

1.1 Definitions

Applicant:

Formal representative of the Organization, authorised to submit an application for certification.

Non-conformity:

Failure to meet a requirement.

Minor non-conformity

A non-conformity that does not affect the ability of the management system to achieve its intended results.

Major non-conformity

A non-conformity that affects the ability of the management system to achieve its intended results.

- If there is reasonable doubt about whether effective process control has been established or whether products or services will meet specified requirements.
- A number of minor non-conformities related to the same requirement or problem could indicate a system failure and thus constitute a major non-conformity.

Assessment standard:

The standard against which the management system is assessed, such as the NEN-ISO-9000 standards or similar standards.

CCvD

Central Board of Experts.

Independent advisory body authorised to issue binding advice to certification bodies with regard to a specific assessment standard. All parties with an interest in the standard in question are represented in this advisory body.

Certificate:

Document issued in accordance with the rules of a certification system to indicate that there is justified confidence that a clearly defined subject of certification complies with a specific standard or other document setting requirements.

Certificate holder:

Organization to which TÜV Rheinland Nederland B.V. has awarded a certificate on the basis of the certification agreement and the results of the certification assessment.

Certification:

Process on the basis of which TÜV Rheinland Nederland B.V. declares that there is justified confidence that a clearly defined subject of certification complies with a specific standard or other document setting requirements.

Certification mark of:

A mark used by TÜV Rheinland Nederland B.V., consisting of the TÜV Rheinland Nederland B.V. logo and a reference to the applicable standard, which may be used by the holder of a management system certificate under certain conditions.

Certification agreement:

An agreement setting out the rights and obligations of a certificate applicant or holder and of a certification body in relation to each other.

Certification scheme:

Certification system, further elaborated for defined products, processes, services or systems, to which the same specific standards and regulations and the same procedure apply.

Certification system:

General system of regulations and procedures for managing and implementing certification.

Advisory Board:

The independent advisory body (CvA) to the management of TÜV Rheinland Nederland B.V., focused on assessing the independence and impartiality of certification by TÜV Rheinland Nederland B.V..

Quality:

The totality of properties and characteristics of a product or service that are important for meeting specified requirements or obvious needs.

Management system:

The organizational structure, responsibilities, procedures, processes and facilities for implementing quality assurance.

On-site investigation:

A systematic review and assessment to determine the extent to which the established management system and its application comply with the standard applicable to the certificate.

Organization:

The entity that markets the products, processes or services to be certified.

Appeals Board:

An independent board, established on an ad hoc basis by the Advisory Board, to issue binding rulings for the management of TÜV Rheinland Nederland B.V. on appeals by third parties concerning the functioning of TÜV Rheinland Nederland B.V. with regard to certification matters.

TÜV Rheinland Nederland:

The independent legal entity established by TÜV Rheinland that is responsible for certification.

TÜV:

Technischer Überwachungs Verein

1.2 General

1.2.1 These regulations set out the conditions that apply to certification agreements entered into by TÜV Rheinland Nederland B.V. for the assessment of management systems and the granting of certificates for them.

1.2.2 TÜV Rheinland Nederland B.V. shall provide anyone who so requests with the necessary information about the TÜV Rheinland Nederland B.V. certification system, the TÜV Rheinland Nederland B.V. Advisory Board Regulations, the composition of the Advisory Board and other relevant Committees.

1.2.3 TÜV Rheinland Nederland B.V. is in principle prepared to grant "organizations" whose management system complies with the declared binding standard, the right to use a TÜV Rheinland Nederland B.V. certificate and an accompanying associated certification mark. The conditions attached to this right are laid down in these regulations, in the relevant certificate and in all further written agreements explicitly agreed between the parties.

1.3 Confidentiality

1.3.1 TÜV Rheinland Nederland B.V. is obliged to use all means at its disposal to ensure that its employees maintain confidentiality towards third parties regarding all information that comes to their knowledge as a result of the performance of the certification agreement.

1.3.2 When external experts are engaged, they shall sign a statement in which the confidentiality obligation as laid down in Article 1.3.1 is stipulated.

1.3.3 The Organization is not permitted, under any name or title whatsoever, to employ or attempt to employ officials of TÜV Rheinland Nederland B.V. and other officials involved with TÜV Rheinland Nederland B.V. who, due to their position, may have knowledge of information as a result of the performance of the certification agreement, in the relevant industrial and/or service sector to act as its advisor, or to appoint them as its advisor within two (2) full years of the termination of their employment with TÜV Rheinland Nederland B.V.

2 Application for management system certification and on-site audit

2.1 Processing the application

2.1.1 If the Organization requests to be considered for a certificate, TÜV Rheinland Nederland B.V. will issue a quotation for the performance of the certification assessment, including the associated costs and inspection costs. By signing the quotation constitutes entering into an agreement for an indefinite period.

2.1.2 The Organization wishing to qualify for a certificate must comply with the legal obligations applicable in the country of establishment.

2.1.3 TÜV Rheinland Nederland B.V. reserves the right not to issue a quotation. TÜV Rheinland Nederland B.V. will send the Organization a reasoned notification.

2.1.4 Once TÜV Rheinland Nederland B.V. has received the quotation, completed and signed, it will process the application. TÜV Rheinland Nederland B.V. reserves the right to refuse orders that are returned to the Organization more than ninety days after submission.

2.1.5 TÜV Rheinland Nederland B.V. will put together an investigation team led by a so-called lead auditor. An investigation team may include external experts. An external expert may have no ties with the company of the Organization that could influence the investigation. The confidentiality obligation of external experts is laid down in a confidentiality agreement drawn up and signed in accordance with Article 1.3.2, which will be made available to the applicant for inspection upon request provided to the applicant for inspection upon request.

2.1.6 TÜV Rheinland Nederland B.V. shall inform the Organization of the composition of the audit team. The Organization has the right to challenge one or more members of the audit team.

2.1.7 The applicant then submits the relevant documentation to be assessed by the research team (stage 1). If the data provided by the applicant gives cause to do so, the investigation team may visit the Organization for a general orientation, or request additional information. In such cases, the processing of the application may be suspended but for no longer than three (3) months.

2.2 Stage 1 assessment

2.2.1 The lead auditor assesses the Organization on the basis of the available documentation, the scope of the investigation, determination of the relevant processes and locations, and determines the any location-dependent conditions and records any findings in a report and discusses these with the Organization. In the event of serious weaknesses, TÜV Rheinland Nederland B.V. will inform the Organization that the audit cannot be continued with stage 2. The Organization may request that further processing of the application. Only the costs budgeted for stage 1 will be charged, less any advances already received. Any weaknesses identified may lead to actual non-conformities during the execution of the stage 2 may lead to actual non-conformities.

2.2.2 If, after assessing the relevance of the company documentation (stage 1) wishes to continue with the assignment, the on-site investigation will be carried out as described in Article 2.3.

2.2.3 TÜV Rheinland Nederland B.V. is not permitted to disclose information about the application to third parties not involved in involved in the certification process, about the application and its handling, except with the written consent of the relevant Organization.

2.2.4 The Organization is not permitted to associate the name of TÜV Rheinland Nederland B.V. connection with its management system before TÜV Rheinland Nederland B.V. has made a positive certification decision.

2.3 Stage 2 assessment

2.3.1 Following a positive assessment of the relevant company documentation, the functioning of the management system is evaluated by means of an on-site investigation. The aim is to assess the implementation and effectiveness of the Organization's management system on site.

2.3.2 After consultation with the applicant, the lead auditor draws up an audit plan for the on-site investigation. The work plan is drawn up based on the scope, complexity, processes and proven effectiveness of the management system in previous assessments.

2.3.3 The investigation team assesses the Organization's management system based on the agreed standard. The results are recorded in a report and discussed with the Organization. The Organization is given the opportunity to propose improvements and/or comment on the observations.

2.3.4 The on-site inspection carried out by TÜV Rheinland Nederland B.V. takes place during ongoing production/service provision.

2.3.5 If, during the on-site inspection, there is a risk that the schedule will be exceeded, TÜV Rheinland Nederland B.V. will consult with the Organization in good time.

2.3.6 If deviations are found during the on-site inspection, the completion of the on-site inspection may be postponed for three (3) months to allow the Organization to rectify the non-conformities. In the event of a reassessment, this period may be shortened, depending on the severity of the non-conformities. If necessary, an additional verification visit will be conducted to check whether the modified management system complies with the standard.

2.3.7 The Organization may withdraw its application at any time, without prejudice to its obligation to pay the costs budgeted by TÜV Rheinland Nederland B.V. for the investigation.

2.3.8 TÜV Rheinland Nederland B.V. is obliged to cooperate with the accreditation body so that it can carry out its supervisory work properly. If the accrediting body decides to carry out this supervision during an investigation to be carried out by TÜV Rheinland Nederland B.V. on site at the Organization, the Organization is obliged to cooperate.

Multi-site certification

2.3.9 If an organization has one head office with multiple branches and meets the conditions set out in 2.4.3, the organization may make use of multi-site certification. Multi-site certification applies to, among others: ISO 9001, ISO 14001, VCA and ISO 45001. Multi-site certification always involves a single head office, which will be visited during each audit. For the branch offices, TÜV Rheinland Nederland B.V. will take a random sample from the branches. This means that not all branches will be visited every time, either for a (re)certification audit or a control audit branch offices will be visited. The advantage for the organization is that because a random sample is taken of the number of locations, rather than visiting all branches being visited, less time is required for the total audit.

2.3.10 Multi-site certification can be used if the following conditions:
Holding structure with a single management system where everything is set up and managed centrally and which may never be outsourced. The head office collects and analyses data from all locations (branches). In any case, the following activities must be managed centrally:

- System documentation and system changes
- Planning of internal audits and evaluation of results (corrective measures)
- Management review
- Complaints
- Changes relating to aspects and associated effects
- Legal requirements
- Contract evaluation (local acceptance of orders is permitted)
- Approval of critical suppliers
- Evaluation of training needs

All branches of the organization supply substantially the same products or services in accordance with the same procedures and methods;
There is one scope for all branches. (branches with business activities that do not occur at other locations will always be visited);
The head office has a legal or contractual relationship with the branches;
All branches are part of the internal audit program. Every branch that is subject to certification must be audited before the certification body commences the actual assessment of the management system.
It must be demonstrated that the central organization has established that the system meets the requirements and is being applied;

2.3.11 Prior to the audit, it must be indicated which branch offices will be included in the certification. It is not possible to add or remove branches during an audit.

2.3.12 Deviations identified at one branch apply to all branches; in the case of deviations, the investigation into the cause of the deviation must be conducted at all branches to determine whether it is also relevant there.

2.3.13 If the audit finds that the multi-site conditions are not being met, the additional assessment time required to complete the audit will be charged to the organization on a cost-plus basis at the agreed daily rate

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2.4 Regulations for switching from another Certification Body to TÜV Rheinland Nederland B.V.

2.4.1 When taking over a certificate from another certification body, the basic principle is that, based on the documents listed below and the requirements set out in the certification scheme, it will be determined whether the certificate can be transferred or whether a new certification process will be started, beginning with a recertification audit. The purpose of this arrangement is to establish, prior to the transfer of the certificate, that the certified company meets the requirements set out in the relevant scheme.

2.4.2 Before a certificate is taken over, TÜV Rheinland Nederland B.V. will carry out an audit based on the information provided and, if necessary, an on-site audit will be carried out. The assessment will focus on the following aspects:

- confirmation that the activities to be certified fall within the scope of TÜV Rheinland Nederland B.V.;
- there is a valid (accredited) certificate;
- there are no outstanding non-conformities;
- reports from the previous certification process (3 years) must be available;
- it must be demonstrable that no suspension procedures are ongoing.

2.4.3 After a positive assessment based on the aforementioned requirements, or based on the results of a recertification audit, TÜV Rheinland Nederland B.V. will issue a certificate.

2.5 Assessment and decision

2.5.1 Within six weeks of the completion of the on-site assessment, TÜV Rheinland Nederland B.V. will make a decision on the award of the requested certificate based on the reports of the audit team and the decision criteria of the relevant certification scheme. If a Central Board of Experts has been established for that certification scheme, the decision will be based on the instructions of that board will be followed. If, in the opinion of TÜV Rheinland Nederland B.V., the period may be extended by a maximum of three (3) months, stating the reasons for this maximum of three (3) months.

2.5.2 The decision of TÜV Rheinland Nederland B.V. has two possibilities, namely: granting the certificate; not granting the certificate. The decision will be communicated to the Organization in writing, accompanied by a copy of the verification report. If the certificate is not granted, the reasons for this decision will be stated.

2.5.3 The Organization or other interested parties may lodge an appeal in accordance with the TÜV Rheinland Nederland B.V. Appeals Board Regulations in the event that the certificate is not granted; TÜV Rheinland Nederland B.V. has failed to take a decision within the time limits specified in the regulations;

2.5.4 The appeal must be submitted in writing within thirty (30) days of a decision being taken by TÜV Rheinland Nederland B.V. or the expiry of the deadline.

2.5.5 If certification has been refused, or if the processing has been terminated at the request of the Organization, TÜV Rheinland Nederland B.V. will only consider a new application only after the Organization has demonstrated that adequate measures have been taken to improve the points on which its previous application was rejected or that the reasons for the premature termination of the application has been terminated prematurely no longer exist.

2.6 Costs of certification

2.6.1 TÜV Rheinland Nederland B.V. will charge the Organization the costs associated with the certification. TÜV Rheinland Nederland B.V. will charge the Organization the costs associated with the certification assessment on the basis of the quotation issued quotation, less any advance payment already invoiced. Additional costs for periodic audits, any verification audits and additional audits will be charged by TÜV Rheinland Nederland B.V. in accordance with the quotation.

2.6.2 If the Organization fails to pay the (advance) invoices on time, TÜV Rheinland Nederland B.V. may suspend further processing of the application, then will be cancelled. A certificate will only be issued after full payment of outstanding invoices.

2.6.3 Unless otherwise stated, all amounts quoted by TÜV Rheinland Nederland B.V. in the quotation exclude value added tax and travel and accommodation expenses incurred by the audit team.

3 Provisions regarding the certificate and certification mark

Certificate

3.1.1 The granting of a certificate is based on the positive outcome of the certification audit. The maintenance of a certificate is based on the positive results of the periodic inspection reports.

3.1.2 The certificate states: the name and address of the certificate holder; the formal name of the legal entity of the organization/institution, as registered registration with the Chamber of Commerce; the scope of the certified management system; the standard according to which the certification assessment was carried out; the date of issue; the period of validity

3.1.3 The period of validity of the certificate varies in number of years per scheme, except in the case of major changes to the management system and subject to the withdrawal of the certificate on the basis of the provisions of these regulations.

3.1.4 Renewal of the certificate after the expiry of its period of validity is possible after a reassessment of the management system. If TÜV Rheinland Nederland B.V. decides to renew the certificate on the basis of the reassessment investigation, a new certificate will be issued.

3.2 Obligations of the certificate holder

3.2.1 Before the initial certification audit is carried out by TÜV Rheinland Nederland B.V. the organization must ensure that the entire system and/or process has been introduced, is operational and has been implemented for at least three months. Additional requirements for the initial certification audit may be specified in the certification scheme.

3.2.2 The certificate holder undertakes to ensure that its management system will, during the validity period, and that he will strictly comply with the procedures and rules as stated in his manual.

3.2.3 The certificate holder must inform TÜV Rheinland Nederland B.V. of his intention to make significant changes to the management system to which the certificate relates. TÜV Rheinland Nederland B.V. will then whether an additional on-site investigation is necessary. If affirmative case, TÜV Rheinland Nederland B.V. may prohibit the certificate holder from supplying products or services manufactured under the changed circumstances under the certificate for the duration of the additional investigation. manufactured under the changed circumstances. This suspension of the right to use the TÜV Rheinland Nederland B.V. management system certificate expires as soon as TÜV Rheinland Nederland B.V. informs the has notified the certificate holder of the positive result of the additional investigation at the.

3.2.4 At the request of TÜV Rheinland Nederland B.V., the certificate holder must make available the registrations of all complaints submitted by the certificate holder's

customers and the corrective measures taken as a result in accordance with the requirements of the assessment standard.

3.2.5 The (prospective) certificate holder is obliged to cooperate with the supervision that may be carried out on the initiative of the accrediting body during or after an on-site investigation to be carried out by TÜV Rheinland Nederland B.V. at the location of the (prospective) certificate holder.

3.3 Use of certification mark

3.3.1 During the period of validity of the certificate, the certificate holder is permitted to use the certification mark of TÜV Rheinland Nederland B.V. on their letters, brochures, etc., insofar as these documents relate to the scope of application stated on the certificate.

3.3.2 The certification mark of TÜV Rheinland Nederland B.V. may only be used if the name and logo of the certificate holder are also used. It may not be more prominent than the name and logo of the organization. Per page, the certification mark of TÜV Rheinland Nederland B.V. may only be used once per page.

No other use is permitted without the express written consent of TÜV Rheinland Nederland B.V.

3.3.3 The certification mark of TÜV Rheinland Nederland B.V. must be printed in accordance with the examples provided by TÜV Rheinland Nederland B.V.. For any other intended use, proofs must be submitted to TÜV Rheinland Nederland B.V. for approval.

3.3.4 The certification mark of TÜV Rheinland Nederland B.V. may not be placed on the product or the packaging of the product, nor may it be used in a manner that could suggest that TÜV Rheinland Nederland is responsible for the quality of the product or production system. This also applies to test, calibration and/or inspection reports drawn up by the Organization.

3.3.5 If the period of validity stated on the certificate has expired, the certificate holder is prohibited from using the TÜV Rheinland Nederland B.V. certification mark in any way whatsoever with immediate effect the certification mark of TÜV Rheinland Nederland B.V. in any way whatsoever, on pain of a fine as specified in Article 3.7.8.

3.3.6 The logo of the accreditation body (AB) may also be used by certificate holder. The use of the AB logo on reports and certificates is the assurance that this has been produced under accreditation.

The logo or accompanying text should not create any ambiguity with regard to the subject of certification and the certification body that issued the certification. The logo may not be used on a product or product packaging or in any other way that could be interpreted as an indication of conformity of the product. However, the logo may be used on letterhead, business cards, websites and brochures, for example. In the event of any uncertainty, the certificate holder may contact TÜV Rheinland Nederland B.V. at any time. The AB logo can and may only be used in combination with the logo of TÜV Rheinland Nederland B.V..

3.3.7 Incorrect use of the TÜV Rheinland Nederland B.V. logo and/or accreditation institution will always result in the creation of a Minor deviation, which will be dealt with in accordance with the applicable regulations.

3.4 Control

3.4.1 TÜV Rheinland Nederland B.V. periodically checks compliance by the certificate holder of its obligations as specified in the assessment standard and/or regulations of (Central) Boards of Experts. Control assessments are designed in such a way that representative areas, functions and locations are covered in accordance with the scope. The audit is carried out by officials of or on behalf of TÜV Rheinland Nederland B.V.. Based on the results of this audit and the decision criteria of the relevant certification scheme, TÜV Rheinland Nederland B.V. will make a decision on the continuation of the certificate. If a Central Board of Experts has been established for that certification scheme, the instructions of that board will be followed when making the decision.

The surveillance audits must be carried out at least once per calendar year, except in recertification years. The date of the first surveillance audit after the initial certification must be within 12 months of the date of the certification decision.

- 3.4.2 The certificate holder shall provide the necessary cooperation for the audit.
- 3.4.3 TÜV Rheinland Nederland B.V. reports on the audit to the certificate holder
- 3.4.4 If deviations are found during the audit, completion of the audit may be postponed for a maximum of three (3) months to give the certificate holder opportunity to rectify the deviations. In an additional verification visit can be used to verify whether the modified management system complies with the standard. If deviations are found again during this verification visit, it will the severity of the violation whether TÜV Rheinland Nederland B.V. imposes sanctions.
- 3.4.5 Within 6 months prior to the expiry of the validity period of the Certificate, TÜV Rheinland Nederland B.V. will, after acceptance by the Client of the quotation issued, TÜV Rheinland Nederland B.V. will conduct a reassessment of the management system of the certificate holder. The recertification audit must be completed before the expiry date of your certificate.
- 3.4.6 TÜV Rheinland Nederland B.V. reserves the right to carry out an interim audit at the VCA conduct an interim inspection of the VCA certificate holder, in the event of a serious accident or serious violation within the framework of Health and Safety Act.

3.5 Complaints received about the certificate holder

- 3.5.1 In the event that TÜV Rheinland Nederland B.V. receives a complaint about the certificate holder, TÜV Rheinland Nederland B.V. will consult with the certificate holder about the investigation into the nature and cause of the complaint and ensure that complaint is dealt with within a reasonable period of time.
- 3.5.2 TÜV Rheinland Nederland B.V. reserves the right to conduct an independent investigation into receiving a complaint. If the complainant is found to be in the wrong, TÜV Rheinland Nederland B.V. may charge the complainant for the costs of the investigation
- 3.5.3 If the complaint proves to be justified, this may prompt TÜV Rheinland Nederland B.V. to further consultation with the certificate holder about a review of its management system, or to take a measure as referred to in Article 3.6.1.
- 3.5.4 TÜV Rheinland Nederland B.V. will not enter into discussions with the certificate holder about the financial consequences of the unsuitability of delivered products, processes or services will not be unless the customer and certificate holder jointly and expressly request this and TÜV Rheinland Nederland B.V. is granted full reimbursement of costs.

3.6 Sanctions

- 3.6.1 TÜV Rheinland Nederland B.V. may, if there are good reasons for doing so, decide to impose sanctions on the organization. These sanctions will be communicated in writing to the certificate holder and may consist of (a combination of): a formal warning; additional checks with associated financial consequences.
Suspension, restriction or withdrawal of the certificate
- 3.6.2 The certificate holder may, within thirty (30) days of receiving the notifications referred to in 3.6.1, the certificate holder may lodge an appeal against the decisions of TÜV Rheinland Nederland B.V. to the Appeals Board.

3.7 Termination, suspension, restriction, withdrawal and appeal

- 3.7.1 Termination of the certification agreement and withdrawal of the certificate may, subject to the provisions of 3.7.2 below, only take place on the last day of any month and subject to a notice period of five calendar months.
- 3.7.2 However, if one of the parties has seriously failed to fulfil one or more of its obligations under the certification agreement and the regulations the regulations declared applicable therein, the other party shall be entitled on this basis alone fact alone, the other party shall be entitled to terminate the certification agreement with immediate effect.
- 3.7.3 Termination of the certification agreement must be communicated to the other party by registered letter to the other party, stating stating the date on which the termination and, with it, the expiry of the certificate.
- 3.7.4 Termination shall not affect the certificate holder's financial obligations to TÜV Rheinland Nederland B.V. for the current certification period. Similarly TÜV Rheinland Nederland B.V.'s obligation of confidentiality shall remain in force after termination.
- 3.7.5 In the event that TÜV Rheinland Nederland B.V. finds shortcomings in the fulfilment of the obligations of the certificate holder, TÜV Rheinland Nederland B.V. may, without prejudice to the provisions of 3.7.2, decide to suspend or restrict the certificate holder's right to use the TÜV Rheinland Nederland B.V. management system certificate. The decision by TÜV Rheinland Nederland to suspend or restrict the certificate shall take effect as soon as this decision, stating the reasons, has been communicated to the certificate holder by registered letter.
- 3.7.6 The suspension or restriction will be lifted by TÜV Rheinland Nederland B.V. if it is demonstrated to the satisfaction of TÜV Rheinland Nederland B.V. that the previously identified shortcomings in the fulfilment of the obligations of the certificate holder have been permanently remedied.
- 3.7.7 TÜV Rheinland Nederland B.V. is entitled to terminate the certification agreement and to suspend the certificate holder's right to use the TÜV Rheinland Nederland B.V. management system certificate and the certification mark, in the media it deems appropriate.
- 3.7.8 In the event of termination of the certification agreement or suspension of the certificate holder's right to use the certificate issued by TÜV Rheinland Nederland B.V., the certificate holder is obliged to refrain from any use of the certificate the termination or suspension takes effect, the certificate holder is obliged to refrain from any use of the TÜV Rheinland Nederland B.V. management system certificate and the certification mark, as well as to refrain from giving the impression in any way that he is still to use the TÜV Rheinland Nederland B.V. management system certificate. and the certificate mark would be entitled to do so, on pain of an immediately payable penalty of EUR 12,500.00 (twelve thousand five hundred euros) in the event that the certificate holder violates this provision, plus an amount of EURO 2,500.00 (two thousand five hundred euros) per day for each day that this violation continues.
- 3.7.9 The certificate holder may, within thirty (30) days of receipt of the notifications referred to in 3.7.2 and 3.7.5, the certificate holder may lodge an appeal with the Appeals Board against the decisions of TÜV Rheinland Nederland B.V. to termination or suspension.

3.8 Publicity

- 3.8.1 TÜV Rheinland Nederland B.V. has an overview available of the status of all organizations certified by TÜV Rheinland Nederland B.V. that are the right to use certificates issued by TÜV Rheinland Nederland B.V. A summary of this can be provided in electronic form. Other information about certified organizations will only be provided by TÜV Rheinland Nederland B.V. to third parties if the organization concerned has given its consent.
- 3.8.2 The certificate holder is free to publish that it is entitled to use the certificate, but exclusively and unambiguously for the scope(s) and business location(s) specified in the certification agreement. The certificate holder requires the permission of TÜV Rheinland

Nederland B.V. if they wish to associate TÜV Rheinland Nederland B.V. with their company in any other way.

3.9 Liability

- 3.9.1 TÜV Rheinland Nederland B.V. is not liable for damage caused by the certificate holder's failure to. TÜV Rheinland Nederland B.V. is not liable for damage to the certificate holder in connection with the performance of a certification agreement or its termination. In the event of a culpable shortcoming on the part of TÜV Rheinland Nederland B.V. in the performance of its obligations, TÜV Rheinland Nederland B.V. shall only be liable for direct damage suffered by the certificate holder up to a maximum of the amount charged to the certificate holder for the certification assessment.
- 3.9.2 The certificate holder indemnifies TÜV Rheinland Nederland B.V. against all claims and claims for damages from third parties in respect of the unsuitability of products and/or services supplied by the certificate holder.

3.10 Appeal

- 3.10.1 TÜV Rheinland Nederland B.V. is responsible for setting up the Appeals Board. TÜV Rheinland Nederland B.V. is responsible for establishing the Appeals Board Appeals, which is responsible for ruling on appeals against a decision or measure taken by TÜV Rheinland Nederland B.V., in particular against: The rejection of an application; A disciplinary measure; A termination or suspension
- 3.10.2 The procedure for involving the Appeals Board and the manner in which the decision is reached and communicated are laid down in the TÜV Rheinland Nederland B.V. Appeals Board Regulations.

4 Other provisions

- 4.1 Any disputes that may arise between the parties as a result of the certification agreement or any further agreements resulting therefrom and which cannot be settled by mutual agreement or are not within the jurisdiction of the Appeals Board, shall be settled by the competent court in The Hague.
- 4.2 Dutch law applies to disputes.
- 4.3 These regulations may be cited under the name: 'Terms & Conditions on System certification'.
- 4.4 TÜV Rheinland Nederland B.V. reserves the right to amend these regulations. 'Organizations' with which a certification agreement has been concluded will be notified of any changes to the regulations if these changes affect the terms and conditions of the certification agreement concluded with them. 'Organizations' that do not agree to a change will be deemed to have terminated the certification agreement, in which case TÜV Rheinland Nederland B.V. will proceed to withdraw the certificate.
- 4.5 These regulations shall enter into force on the new date, whereby all previous versions will lapse.

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