

TÜV RHEINLAND NEDERLAND B.V.

Regulations governing TÜV Rheinland Nederland Agreements
For Management Systems Certification

GENERAL

1.1 Definition of Terms

Advisory Board	Independent advisory body of the TÜV Rheinland Nederland management, aimed at the assessment of the certification system. The authority of the Advisory Board is limited to certification schemes for which a Central Committee of Experts has been established.
Applicant	Formal representative of the Organization, competent to submit an application for a certification.
Assessment Standard	The standard against which the Management Systems shall be tested, such as ISO-9000 or comparable standards.
Board of Appeal	An independent Board established by TÜV Rheinland Nederland to make binding statements for the directors of TÜV Rheinland Nederland regarding appeals taken by third parties against the functioning of TÜV Rheinland Nederland in certification cases.
Central Committee of Experts	Independent advisory body competent to submit binding opinions to the certifying bodies with regard to a given Assessment Standard. All parties having an interest in such standard are represented in this advisory body
Certificate	A document issued by TÜV Rheinland Nederland in accordance with the rules of a Certification System to express legitimate confidence that a clearly described object of certification is in agreement with a given standard or with a standard-setting document.
Certificate Holder	The organization that has been granted a Certificate by of TÜV Rheinland Nederland on the basis of the Certification Agreement and the results of the certifying audit.
Certification	A procedure carried out by TÜV Rheinland Nederland to indicate the justification of a clearly described subject of certification conforming to a given standard or to a standard-setting document.
Certification Mark of TÜV Rheinland Nederland	A mark used by TÜV Rheinland Nederland, comprising TÜV Rheinland Nederland logo and a reference to the applicable standard, that, subject to the conditions imposed, may be used by the holder of a system Certificate.
Certification Agreement	An agreement defining the mutual rights and obligations of an Applicant or Certificate Holder and of a certifying institute.
Certification Schedule	Certification System, elaborated for specific products, processes, services or systems, governed by the same specific standards, rules and procedure.
Certification System	General system of rules and procedures for controlling and implementing Certification.
Quality	The total of properties and characteristics of a product or service playing a part in satisfying specifications required or self-evident requirements.
Management Systems	The organizational structure, responsibilities, procedures, processes and facilities for quality insurance.
On-site audit	A systematic analysis and assessment aimed at establishing the extent to which the system adopted, on the one hand, and its implementation, on the other hand, satisfy the standard for using the Certificate
Organization	The party marketing the products, processes or services to be certified.
TÜV Rheinland Nederland	The independent legal person engaged in Certification.

1.2 General

- 1.2.1 These regulations contain the conditions applying to Certification Agreements entered into by TÜV Rheinland Nederland for assessing quality systems and the issue of Certificates.
- 1.2.2 TÜV Rheinland Nederland will provide information, to any interested party, about the Certification System used by of TÜV Rheinland Nederland, the TÜV Rheinland Nederland Advisory Board Regulations, the members of the Advisory Board and other associated

committees.

- 1.2.3 In principle TÜV Rheinland Nederland is prepared to grant the right to use a Certificate and a related Certification Mark to Organizations whose systems comply with the standards stipulated. The conditions covering this right are laid down in these regulations, in the relevant Certificate, and in everything explicitly agreed in writing between parties.

1.3 Confidentiality

- 1.3.1 TÜV Rheinland Nederland shall ensure, by any and all means available to it, that its staff members shall agree to confidentiality towards third parties about all information which may come to their knowledge in the course of implementing the Certification Agreement.
- 1.3.2 When consulting external experts, these parties shall sign a pledge of confidentiality as laid down in Section 1.3.1.
- 1.3.3 The Organization shall not be permitted, under any name or title whatsoever, to induce or attempt to induce TÜV Rheinland Nederland staff and other staff employed by TÜV Rheinland Nederland who, in the course of their duties, may have become acquainted with information as a result of implementing the Certification Agreement in the industrial or service sector concerned, to act as consultants, nor shall it appoint such staff as its consultants within two (2) full years after termination of their employment with of TÜV Rheinland Nederland.

2 APPLICATION FOR SYSTEM CERTIFICATION AND ON-SITE AUDIT

2.1 Procedure for the Application

- 2.1.1 If the Organization applies for a Certificate by submitting the application form for system certification, TÜV Rheinland Nederland will submit a quotation for performing the certification investigation, the incurred costs, and any expenses of auditing, produced as a draft contract proposal.
- 2.1.2 The Organization desiring to be certified shall satisfy the legal obligations applying in the country of residence.
- 2.1.3 TÜV Rheinland Nederland reserves the right not to submit a quotation. TÜV Rheinland Nederland will inform the Organization of this, stating reasons.
- 2.1.4 After TÜV Rheinland Nederland has received the quotation, without alteration, duly completed and signed, the application will be considered within one month, unless otherwise agreed. The application will only be dealt with after the Organization has made an advance payment of fifty per cent of the amount specified in the quotation.
- 2.1.5 TÜV Rheinland Nederland reserves the right to decline instructions received by TÜV Rheinland Nederland more than thirty days after the quotation was submitted to the Organization.
- 2.1.6 TÜV Rheinland Nederland shall set up an audit team headed by a senior auditor. An audit team may include external experts. An external expert shall not have any ties with the Organization that may affect the audit. The external experts' confidentiality shall be laid down in a pledge of confidentiality drawn up and signed in accordance with Section 1.3.2, which, upon request, shall be made available to the Applicant for inspection.
- 2.1.7 TÜV Rheinland Nederland shall inform the Organisation of the members of the audit team. The Applicant has the right to challenge the qualification of one or more members of the audit team.
- 2.1.8 Subsequently, the Applicant will send in the systems manual for assessment. The information provided may entitle the audit team to visit the Organisation for a general orientation or to request the Applicant to provide additional information. Such cases may delay the application procedure up to a maximum of three (3) months.
- 2.1.9 Method of validation of findings during the audit:
A Non-Conformity ("N") will be issued, if one or more elements of the standard have not been properly documented in all cases where this is a formal requirement, and/or if one or more elements of the standard have not been implemented, and/or there are a number of deviations that are of the same order or refer to the same paragraph of the standard, and/or when there is reasonable doubt, based on objective evidence, towards the Management system capabilities to realise the targets and policies as stated by the company. A "N" finding means that the certificate can only be issued, or extended, after the finding has been corrected and formally accepted.
A Deviation ("D") will be issued when a finding shows no full compliance with the standard and at the same time the LA judges that it is of minor influence to the quality of the performance of

the company, and/or this finding is of an incidental nature, which means that no immediate structural corrective actions, to be taken by the company, are required.

2.2. Assessment of the System Manual

- 2.2.1 The senior auditor shall list any inadequacies in the system manual on the Evaluation Form and shall discuss these with the Applicant. In case of serious shortcomings the Organization will be informed by TÜV Rheinland Nederland that it does not qualify for a Certificate. The Organization may request that further handling of the application be discontinued. Only the costs incurred up to this point shall be charged, a deduction being made of any advances already received.
- 2.2.2 If the Organization, after assessment of the system manual, desires to have the assignment continued, the on-site audit shall be implemented as described in Section 2.3.
- 2.2.3 TÜV Rheinland Nederland shall not inform third parties not involved in the certification procedure about the application and the procedure, unless the Applicant has consented thereto in writing.
- 2.2.4 The Organization shall not use the name of TÜV Rheinland Nederland in connection with its product unless and before TÜV Rheinland Nederland has taken a positive decision on certification

2.3 On-site Audit

- 2.3.1 Following a positive evaluation of the system manual, the operation of the system shall be evaluated on the basis of an on-site audit.
- 2.3.2 The senior auditor, having consulted the Applicant, shall draw up a procedure for the on-site audit.
- 2.3.3 The audit team shall assess the Organization's system on the basis of the standard agreed upon. The outcome shall be recorded on an Evaluation Form and discussed with the Organization. The Organization shall be enabled to suggest measures for improvement and to comment on the observations.
- 2.3.4 The on-site audit performed by TÜV Rheinland Nederland shall take place during regular production.
- 2.3.5 If the time schedule of the certification audit is at risk of being exceeded, TÜV Rheinland Nederland shall consult the Applicant in good time.
- 2.3.6 If shortcomings are observed during the on-site audit, the completion of the on-site may be postponed for three (3) more months, if so requested by the Applicant, to enable the Organization to correct the shortcomings. This period may be shortened in case of a re-evaluation, depending on the gravity of the shortcomings. An additional verification visit may be necessary to check whether the adjusted system satisfies the standard.
- 2.3.7 The Organization may withdraw its application at any time, without prejudice to its obligation to pay the costs already incurred by of TÜV Rheinland Nederland.
- 2.3.8 TÜV Rheinland Nederland shall cooperate with the accrediting Council enabling it to duly perform its supervisory tasks. In case the accrediting Council should decide to perform such supervision during an audit by TÜV Rheinland Nederland on the premises of the Organization, the Organization shall fully cooperate.

2.4 Evaluation and Decision

- 2.4.1 Within six weeks of completion of the on-site audit, TÜV Rheinland Nederland shall decide on granting the requested Certificate on the basis of the audit team's report and the decision criteria of the concerning certification scheme. In case a Central Committee of Experts has been established for such a certification scheme, the suggestions of this Committee will be followed when taking a decision. If required by the prevailing conditions, in the judgment of of TÜV Rheinland Nederland, this period can be extended to up to three (3) months, the reasons therefor being stated.
- 2.4.2 of TÜV Rheinland Nederland decision may lead to: – either the Certificate being granted;– or the Certificate not being granted.
The decision shall be communicated in writing to the Organization accompanied by a copy of the audit report. In case of the Certificate not being granted, the motivation for such decision shall be indicated.
- 2.4.3 The Organization or any other interested parties may enter an appeal against such decision

according to the Regulations governing of TÜV Rheinland Nederland Board of Appeal, in the event of: – the Certificate not being granted; –TÜV Rheinland Nederland having been negligent in arriving at a decision within the periods stated in the regulations.

Such appeal shall be entered in writing within thirty (30) days after a decision taken by TÜV Rheinland Nederland or after the period for such decision has expired.

- 2.4.4 In case of the certification being denied, or of the procedure being prematurely terminated, TÜV Rheinland Nederland shall only consider a new application, upon the Organization having demonstrated the adoption of adequate measures for improvement of the aspects causing discontinuation of the previous application, or upon termination of the reasons leading to the premature cancellation of the procedure.

2.5 Cost of the Certification

- 2.5.1 TÜV Rheinland Nederland shall charge the Organization for the costs of the certification audit on the basis of the quotation submitted while deducting the originally invoiced advance. TÜV Rheinland Nederland shall charge the Organization for any additional costs of the periodic checks, any verification audits and additional checks at the rates then prevailing.
- 2.5.2 If the Applicant fails to settle the (advance) invoices on time, TÜV Rheinland Nederland may suspend or cancel the Certification Agreement. A Certificate shall only be issued after all outstanding invoices have been paid in full.
- 2.5.3 Unless stated otherwise, all amounts stated in of TÜV Rheinland Nederland 's tender shall exclude sales tax and travel and accommodation expenses made by the audit team.

3 PROVISIONS GOVERNING CERTIFICATES AND CERTIFICATION MARK

3.1 Certificate

- 3.1.1 The granting of a Certificate shall be based on the positive outcome of the certification audit. The continuation of the Certificate depends upon the positive outcome of the periodical audit reports.
- 3.1.2 The Certificate shall list the following: – the Certificate Holder's name and address, – the scope or range of the certified Management Systems, – the standard governing the certification audit, – the date of issue, – the period of validity
- 3.1.3 The Certificate's period of validity shall be three (3) years subject to major alterations of the Management Systems and subject to cancellation of the Certificate under the provisions of these regulations.
- 3.1.4 Extension of the Certificate after expiry of the period of validity shall be possible after a re-assessment of the system. In case of TÜV Rheinland Nederland deciding on the basis of the re-assessment to extend the Certificate, a new Certificate shall be issued.

3.2 Obligations of the Certificate Holder

- 3.2.1 Before the initial certification audit is conducted by TÜV Rheinland Nederland, the enterprise must ensure that the entire system and/or process has been introduced, is working and has been implemented for at least three months. Additional requirements for the initial certification audit can be stated in the certification scheme.
- 3.2.2 The Certificate Holder shall guarantee its system for the period of validity to satisfy at all times the standard stated in the Certificate, while strictly observing the procedures and regulations as stated in its manual.
- 3.2.3 The Certificate Holder shall inform TÜV Rheinland Nederland of any intention to make major alterations in the system related to the granting of the Certificate. TÜV Rheinland Nederland shall then decide on the need for an additional certification audit. If this need arises, TÜV Rheinland Nederland may withhold its authorization to use the Certification Mark on products or services manufactured under the altered conditions for the duration of the follow-up audit. This suspension shall be lifted upon TÜV Rheinland Nederland having informed the Certificate Holder of the positive outcome of the follow-up audit.
- 3.2.4 Upon request, the Certificate Holder shall make available to TÜV Rheinland Nederland the records of all complaints entered by purchasers of the certified product and the resulting corrections in accordance with the requirements of the Assessment Standard.
- 3.2.5 The (aspirant) Certificate Holder shall cooperate with such supervision as may be performed, on the initiative of the accrediting Council, during or after any audit by TÜV Rheinland

Nederland on the premises of the (aspirant) Certificate Holder.

3.3 Use of the Certification Mark

- 3.3.1 During the entire term of validity of the Certificate, the Certificate Holder shall be allowed to use the certification mark of TÜV Rheinland Nederland in its letterheads, folders, etc., insofar as these documents relate to the field of application stated in the Certificate.
- 3.3.2 Use of the certification mark of TÜV Rheinland Nederland shall only be permitted if use is also made of the name and the logo of the Certificate Holder. It shall not be more conspicuous than name and logo of the Organisation. The certification mark of TÜV Rheinland Nederland shall only be permitted to be used once per page. Further use shall not be permitted, unless TÜV Rheinland Nederland has expressly granted permission therefor in writing.
- 3.3.3 The certification mark of TÜV Rheinland Nederland shall be reproduced in accordance with the examples to be provided by of TÜV Rheinland Nederland. Any other intended manner of use shall require printer's proofs to be submitted to TÜV Rheinland Nederland for approval.
- 3.3.4 The certification mark of TÜV Rheinland Nederland shall not be stated on the packaging of the product, nor shall it be used in any manner that might suggest that TÜV Rheinland Nederland is responsible for the quality of the product or production system.
- 3.3.5 On expiry of the validity period stated on the Certificate, the Certificate Holder shall refrain with immediate effect from using in any manner whatsoever the certification mark of of TÜV Rheinland Nederland, such on penalty of a fine to the amount mentioned in Section 3.7.8.

3.4 Audits

- 3.4.1 To ensure that the Certificate Holder continues to comply with the requirements, TÜV Rheinland Nederland shall carry out checks periodically as indicated in the Assessment Standard or in the Regulations of the Central Committee of Experts. The audits shall be carried out by or on behalf of of TÜV Rheinland Nederland. Based on the results of this audit TÜV Rheinland Nederland shall decide on continuation of the certificate. In case a Central Committee of Experts has been established for a certain certification scheme, the suggestions of that Committee shall be followed.
The periodical audits have to be performed at least once per calendar year, except in re-certifications. The date of the first control audit after the initial certification shall be within a period of 12 months following the date of the certification decision.
- 3.4.2 The Certificate Holder shall fully cooperate with any audits.
- 3.4.3 TÜV Rheinland Nederland shall report on the audit to the Certificate Holder.
- 3.4.4 If shortcomings are observed during the audit, the completion of the audit may be postponed for a maximum of three (3) months to enable the Certificate Holder to correct the shortcomings. An additional verification visit may be necessary to check whether the adjusted system satisfies the standard. If more shortcomings are observed during this verification visit, the severity of the shortcomings shall determine whether TÜV Rheinland Nederland shall impose disciplinary measures.
- 3.4.5 Within six (6) months prior to the termination of the validity period of the Certificate, TÜV Rheinland Nederland shall perform a re-evaluation of the Certificate Holder's system in accordance with the procedure specified in Section 2.

3.5 Complaints against the Certificate Holder

- 3.5.1 On receiving a complaint against the Certificate Holder, TÜV Rheinland Nederland shall consult with the Certificate Holder about the investigation to be made into the nature and the cause of the shortcomings and shall see to the complaint being settled within a reasonable period.
- 3.5.2 TÜV Rheinland Nederland reserves the right to institute an independent investigation into any complaints received. TÜV Rheinland Nederland may charge the cost thereof to the party found to be at fault.
- 3.5.3 A complaint found to be justified may result in a further discussion between TÜV Rheinland Nederland and the Certificate Holder about changes in its quality system or in the taking of a measure as referred to in Section 3.6.1.
- 3.5.4 TÜV Rheinland Nederland shall not participate in any discussions on the financial consequences of the faultiness of products, processes or services supplied, unless expressly

so requested by both the purchaser and the Certificate Holder, with TÜV Rheinland Nederland receiving full reimbursement of expenses.

3.6 Disciplinary Action

3.6.1 of TÜV Rheinland Nederland, upon finding reason therefore, may institute disciplinary action against the Certificate Holder. Such action shall be communicated to the Organization in writing and may comprise: – a written notice, with or without: – follow-up audits with appertaining financial consequences.

3.6.2 The Certificate Holder may submit an appeal to the Board of Appeal against the decisions of TÜV Rheinland Nederland within thirty (30) days after receipt of the notice according to Section 3.6.1.

3.7 Termination, Suspension and Appeal

3.7.1 Except for the provisions of Section 3.7.2, termination of the Certification Agreement and cancellation of the Certificate may only take place on the final day of any month, subject to three-month notice.

3.7.2 If either party has seriously failed in the performance of one or more obligations of the Certification Agreement and the conditions laid down therein, the other party shall be entitled to terminate with immediate effect the Certification Agreement because of this mere fact.

3.7.3 In case of one party wishing to terminate the Certification Agreement, this party shall notify the opposite party in writing, stating reasons, while mentioning the date on which termination is to be effective, thus cancelling the Certificate.

3.7.4 Cancelling shall leave unimpaired the Certificate Holder's financial obligations toward of TÜV Rheinland Nederland. Furthermore, after termination, of TÜV Rheinland Nederland's confidentiality shall remain in force.

3.7.5 In the event of the Certificate Holder failing to meet its obligations, TÜV Rheinland Nederland may decide, without prejudice to the provisions of Section 3.7.2, to suspend the Certificate Holder's right to use of TÜV Rheinland Nederland product Certificate or Certification Mark. of TÜV Rheinland Nederland decision to suspend shall become effective upon of TÜV Rheinland Nederland notice to the Certificate Holder, by registered mail, while stating its reasons.

3.7.6 TÜV Rheinland Nederland shall lift the suspension on satisfactory evidence being provided that the previously observed failure of compliance with obligations has been permanently removed by the Certificate Holder.

3.7.7 TÜV Rheinland Nederland shall be entitled to publish its decision to terminate the Certification Agreement and to suspend the Certificate Holder's right to use of TÜV Rheinland Nederland product Certificate or Certification Mark in any media it considers appropriate.

3.7.8 On termination of the Certification Agreement as well as on suspension of the Certificate Holder's right to use the Certificate or the Certification Mark granted by of TÜV Rheinland Nederland, the Certificate Holder shall refrain from any use thereof as from the date the termination or suspension became effective and shall not in any way convey the impression that it is still entitled to such use, all this subject an immediate penalty of € 12,500 (twelve thousand five hundred euros) in the event of a violation of this stipulation, plus € 2,500 (two thousand five hundred euros) per day for each day of such violation.

3.7.9 Within thirty (30) days after receipt of the notification referred to in Sections 3.7.2 and 3.7.5, the Certificate Holder may appeal to the Board of Appeal against of TÜV Rheinland Nederland decision of termination or suspension.

3.8 Publicity

3.8.1 The secretariat of TÜV Rheinland Nederland shall allows access to a list of all Certificate Holders and the products or product groups that these Certificates refer to. A compilation of this list can also be supplied in electronic format.

3.8.2 The Certificate Holder shall be permitted to publicize its right to use the Certificate and Certification Mark, however, exclusively and explicitly for the range of application and the company premises referred to in the Certification Agreement concluded with it. For publications that connect TÜV Rheinland Nederland n any other way with his company, the Certificate Holder shall require of TÜV Rheinland Nederland permission.

3.9 Liability

- 3.9.1 TÜV Rheinland Nederland shall not be liable for any loss incurred by the Certificate Holder resulting from the use of a Certification Agreement or its termination. In the event of TÜV Rheinland Nederland showing culpable negligence in implementing its obligations, TÜV Rheinland Nederland shall be liable for direct losses to the client up to a maximum of the amount owed by the client for the certification procedure.
- 3.9.2 The Certificate Holder shall hold TÜV Rheinland Nederland harmless against any claims by third parties regarding defects in products or services supplied by the Certificate Holder.
- 3.10 Appeal
- 3.10.1 TÜV Rheinland Nederland shall set up a Board of Appeal in charge of judging appeals against decisions or measures by of TÜV Rheinland Nederland, particularly against: – rejection of an application; – disciplinary action;– termination or suspension.
- 3.10.2 Approaching the Board of Appeal, the procedure, and the manner in which a judgment is to be arrived at and announced, are laid down in the Regulations of of TÜV Rheinland Nederland Board of Appeal.
- 4 FURTHER TERMS AND CONDITIONS
- 4.1 Any dispute arising between parties in connection with the Certification Agreement, or as a result of other agreements arising therefrom, that cannot be settled by mutual consent or do not fall within the competence of the Board of Appeal, shall be settled by the competent judge in The Hague.
- 4.2 Any disputes shall be governed by the law of the Netherlands.
- 4.3 These conditions may be referred to as of TÜV Rheinland Nederland Regulations governing Management Systems Certification.
- 4.4 TÜV Rheinland Nederland reserves the right to alter these conditions. Organizations having concluded a Certification Agreement shall be kept informed of any alterations in the regulations if these alter the conditions of their Certification Agreement. Organizations not agreeing with the alterations shall be deemed to have terminated their Certification Agreement, whereupon TÜV Rheinland Nederland shall cancel the Certificate.
- 4.5 The present regulations shall be effective as from 18th october 2010, thereby causing all earlier versions to become null and void.