Terms and Conditions of Certification TÜV Rheinland Vietnam Co., Ltd.

I. General Terms and Conditions of Certification

1. Scope

1.1 These Terms and Conditions of Certification apply to the agreed certification services plus any ancillary services provided within the scope of contract performance and any other ancillary duties.

1.2 These Terms and Conditions of Certification prevail over our General Terms and Conditions of Business.

1.3 The client's General Terms and Conditions of Business, including the client's terms and conditions of purchasing, if any, shall not apply and shall hereby be expressly excluded. Terms and conditions by the client will not become part of this contract even if not expressly excluded by us.

1.4 For the purpose of these Terms and Conditions of Certification, the term "Accreditation Body" will also include approval and recognition bodies and the terms "Accreditation Rules", "Accreditation Requirements" and "Accreditation Procedures" will apply mutatis mutandis also to the procedures of these bodies.

2. Scope of services

2.1 We assess and certify systems and products of manufacturers and service providers as per national or international standards for which we hold accreditations, approvals or recognitions ("accredited certification") or as per national or international standards for which we do not hold accreditation ("standard certification") and also provide own third-party certification services ("in-house standards").

2.2 The agreed services shall be provided in line with the generally accepted rules of technology and in compliance with the regulations applicable at the time of contract conclusion. Unless otherwise agreed in writing or unless a certain approach is compulsory on the basis of mandatory regulations, we shall also be authorized, at our reasonable discretion, to make our own decision concerning the method and type of assessment.

2.3 We carry out accredited certification as per the standard agreed in the contract and/or the rules and regulations referred to therein, including the generally applicable accreditation standards pertaining to the specific certification standard, the certification standards plus all relevant application guidelines and the accreditation requirements defined by the competent accreditation body. Should the audit reveal that a higher number of auditor days will be necessary to comply with the accreditation requirements, the client shall bear any additional costs incurred thereby, unless we are to blame for these additional costs.

Standard certifications are carried out in line with the respective national or international standards.

Certification procedures to issue in-house certificates are carried out in line with the rules and regulations established by us.

2.4 If certification is completed with a positive result, the appropriate certificate will be issued as set forth in Article 3 of these General Terms and Conditions of Certification.

2.5 The client shall be entitled to object to the appointment of certain auditors or technical experts, provided the client has and submits good reasons for objection.

2.6 The client's approval shall be obtained before auditors who are not permanently employed with TÜV Rheinland Group (external auditors) are appointed to and used in the audit team. Approval shall be deemed granted if the client has not objected to the use of external auditors within one week of being notified of the external auditor's appointment to the audit team.

2.7 For accredited certification processes, the client agrees that the accreditation body's or standard owner's assessors may verify the client's documentation and may participate in monitoring of the audit.

2.8 In cases of complaints and appeals against progress or the content of our auditing or certification process, the Governing Board or an arbitration committee may be called in with the client's approval.

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

3. Scope of right of use of certificates and certification marks

3.1 If the agreed certification procedure is completed successfully, we will issue the corresponding certificate to the client. The certificate shall be valid for the period defined in the contract or, if not defined there, in our Special Terms and Conditions of Certification.

3.2 Upon being issued with the certificate as outlined in Article 3.1 above, the client shall be granted the simple, non-transferable and non-exclusive right to use the certification mark throughout the defined certificate validity as outlined in Articles 3.3 to 3.15 below. This also applies to certification references in communication media, such as documents, brochures or advertising materials.

3.3 The permit to use the certificate and a certification mark issued by us shall apply exclusively to the areas of the client's organization quoted in the certificate's scope of application. Use of the certificate and/or the certification mark for areas not quoted in the scope of application shall be prohibited.

3.4 Certification marks relating to management system certification may only be used by the client in direct connection with the name or logo of the client's organization. They may not be attached or used in reference to the client's products. This also applies to product packaging, accompanying information, laboratory test reports, calibration notes or inspection reports. If the client wants to give a statement on the packaging or in accompanying information concerning the certified management system, this statement has to contain as a minimum

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

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

3.5 The client undertakes to use the certificate and/or the certification mark only to make a statement about the client's organization or the certified area of the client's organization which is in line with certification. The client shall further avoid creating the impression that certification is an official inspection and/or that system certification is a form of product testing.

3.6 The client shall not be authorized to change the certificate or the certification mark.

3.7 The client undertakes to demonstrate in its advertising and similar materials that certification is voluntary and carried out on the basis of a civil law contract.

3.8 The right of use shall expire if the client no longer holds a valid certificate, in particular if the certificate's period of validity has expired or the required surveillance audits have not been carried out.

3.9 The client's right to use the certificate and/or the certification mark shall expire with immediate effect, without requiring termination, if the client uses the certificate and/or the certification mark in violation of the provisions set forth in Articles 3.1 to 3.8 above or contrary to other terms of this contract.

3.10 The client's right to use the certificate and/or the certification mark will end in the period agreed in the event of an effective ordinary termination, or with immediate effect in the event of a justified extraordinary termination for good cause.

3.11 The right of use shall also expire automatically if maintenance of the certificate is prohibited by administrative regulations or court.

3.12 In cases involving expiry of the right of use, the client shall be obligated to return the certificate to us without delay.

3.13 In cases involving violation of contractual terms and conditions we reserve the right to claim damages.

3.14 The certification must not have the effect of bringing us into disrepute.

3.15 The client shall not be entitled to make statements about certification which we may consider unauthorized and misleading.

3.16 If it is foreseeable that the client is temporarily unable to fulfil the certification requirements, the certification can be suspended. During certificate suspension, the client may not use the certification in its advertising. in the list of certified organizations as outlined in Article 7, the status will be updated to "suspended".

3.17 If the reasons for suspension are remedied within the agreed period of time, the certification will be renewed. If the reasons for suspension are not remedied within the agreed period of time, the certificate will be withdrawn.

3.18 The client is obliged to keep a record of the use of the certificate in business dealings. It should be noted that we are bound by the standards to monitor proper use by ways of random sampling. Information from third parties will be checked by us.

3.19 The client shall inform us immediately if it discovers that a third party is improperly using its certificate.

3.20 The client provides certification documents to others only in their entirety or as specified in the certification scheme.

4. Client's obligation to participate and general rules for the certification audit

4.1 The client shall submit all information required for certification as per the relevant standard. This information can be submitted by completing the "Questionnaire for offer preparation ".

4.2 The client shall submit all required documents to the Certification Body in good time prior to the audit and free of charge. Required documents include, in particular:

Management system documentation

Cross-reference matrix (standard elements cross-referenced to the management system documentation of the organization)

Organizational plan/organizational chart

Presentation of processes and their interfaces and interactions – list of controlled management documents

List of official and legal requirements

Other documents mentioned in the quotation

4.3 The client shall disclose all records associated with the scope of application to our audit team and/or our auditor and shall grant them access to the organizational units concerned, whereby also shift work has to be considered.

4.4 The client shall appoint one or several Audit Representatives who shall support our auditor in performing the contractually agreed services and act as the client's contact persons.

4.5 Following certificate issue, the client shall be obliged, throughout the term of the contract, to communicate all changes which significantly affect the management system or the certified product, including in particular:

- changes in the certified management system.

- changes associated with the design or specification of the certified product.
- changes in the organizational structure and the organization itself. This also applies to implementation or modification of shift work.

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

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

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

4.7 On request, the client shall be obliged to submit all correspondence and all measures associated with normative documents and the requirements set forth in the applicable certification standard to the auditor during the audit.

4.8 If, within the scope of product certification, we notice that the changes outlined under Article 4.5 above necessitate further assessments, the client shall not, after the changes have come into effect, release any products falling under the scope of product certification until the client has been notified by us that it is safe to do so.

4.9 In cases involving product certification, the client shall notify us if the product no longer satisfies product certification requirements.

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

4.11 The client and we may agree on the performance of a preliminary audit and jointly define the scope of such audit.

4.12 The effectiveness of the established management system shall be verified during the on-site audit carried out at the organization, during which the organization proves that it applies its documented procedures in practice. Standards or standard elements that are not complied with and for which the organization must provide corrective action shall be documented in non-conformity reports.

4.13 At the end of the audit, the audit result will be communicated to the client in a closing meeting and subsequently documented in an audit report. Non-conformities will be documented and may lead to a re-audit (i.e. a repeated on-site audit) or submission of revised documentation, if required by the results. The scope of the re-audit will be decided by the lead auditor. The re-audit focuses exclusively on those elements of the standard for which non-conformities were identified.

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

4.14 "Certificates" means all regulatory approvals listed below, e.g. official records, statements of validity, and certificates in the narrow sense of the word. "Certification" means all evaluation, auditing, validation and certification processes. Based on these tests, the decision for granting, denying, maintaining, expanding or reducing the scope, renewing, suspending or restoring after suspension, or withdrawing of certification is made. After positive review of the certification documentation, we will issue the certificate(s). The certificate(s) will be sent to the client. The certificate will only be issued if the treatment of all nonconformities has been approved by the Contractor The certificate(s) shall be issued for the defined period.

4.15 To maintain validity of the certificate, on-site surveillance audits shall be carried out depending on the standard in question. Unless the surveillance procedure, including a positive decision on certificate maintenance, is completed by the Certification Body, the certificate shall become invalid. In this case, all copies of the certificate must be returned to the Certification Body.

4.16 In the surveillance audit, the key elements of the standard shall be verified as a minimum requirement. Additionally, surveillance audits evaluate proper use of the certificate (and the certification mark, where appropriate), complaints related to the management system and the effectiveness of corrective action taken to address nonconformities. Each surveillance audit shall be documented in a report communicated to the client.

4.17 The geographical (e.g. additional branches) and technical (e.g. additional products) scope can be extended/ reduced and/or certification upgraded to include further standards within the scope of surveillance or re-certification audits and/or separate extension or upgrade audits. The number of auditor days required for extension or upgrade shall depend on the scope of extension or upgrade which shall be clearly defined by the organization prior to the audit.

4.18 Should changes in the details on which the procedure is based (e.g. details of the organization, accreditation requirements) arise during the term of the contract, these changes must be appropriately considered in the procedures and the other contracting party informed without delay. The same applies to any changes in the number of auditor days for certification resulting from such changes.

4.19 Integrated management systems covering various standards and requirements may be certified by means of a combined certification procedure. Depending on the standards and requirements involved, these combined certifications will be offered individually.

4.20 The costs incurred for additional efforts caused by unscheduled audits or re-audits and the verification of corrective actions to eliminate non-conformities revealed in previous audits shall be borne by, and invoiced to, the client on a time and cost basis. The same applies to costs incurred for short-notice special audits as defined in Article 1.4 of the Special Terms and Conditions of Certification.

5. Confidentiality

5.1 For the purpose of this agreement, "confidential information" is defined to include all information, documents, images, drawings, know-how, data, samples and project documentation which one party ("disclosing party") hands over, transfers or otherwise discloses to the other party ("receiving party"). Confidential information also includes hardcopies or electronic copies of such information.

5.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance.

5.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party

a) may only be used by the receiving party for the purposes defined above, unless expressly otherwise agreed in writing with the disclosing party;

b) may not be copied, distributed, published or otherwise disclosed by the receiving party. An exemption from the above rule applies to confidential information, which must be passed on to supervisory and/or accreditation bodies within the scope of an accreditation procedure;

c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with less than the objectively required due diligence.

5.4 The receiving party shall disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform services required for the subject matter of this contract. The receiving party undertakes to place these employees under the obligation to observe the same level of secrecy as that set forth in this non-disclosure clause.

5.5 Information for which the receiving party can furnish proof that

a) it was generally known at the time of disclosure or has become general knowledge without violation of this agreement, or

b) it was disclosed to the receiving party by a third party entitled to disclose this information, or

c) the receiving party already possessed this information prior to disclosure by the disclosing party, or

d) the receiving party developed it itself, irrespective of disclosure by the disclosing party;

shall not be deemed confidential information as defined in this agreement.

5.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or, on request by the disclosing party, to (ii) destroy all confidential information including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of this contract. Excluded from the above shall be all reports and certificates which we, in performance of our contractual obligations hereunder, prepared exclusively for, and which remain with, the client. We are entitled, however, to retain copies of these reports and certificates and of any underlying confidential information to furnish proof that our results are correct and to fulfil general documentation purposes.

5.7 From the start of this contract and for a period of five years after termination or expiry of this contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it itself.

6. Termination

6.1 Both contracting parties shall be entitled to terminate this contract observing a period of 6 months to the end of the contractually agreed term.

6.2 We are also entitled to terminate the certification contract without notice for important reason.

6.3 For the purpose of this contract "important reason" for us shall be defined as follows

a) The client fails to notify us without delay of any changes or indications of changes in the organization which are relevant for certification,

b) The client misuses a certificate and/or certification mark or uses them contrary to the contract,

c) Insolvency proceedings are opened in respect of the client's assets or an application for such insolvency proceedings is rejected due to lack of assets,

6.4 In addition to the above, we shall be entitled to terminate the contract without notice, should the client be unable to comply with the time periods we scheduled for auditing/service provision as applicable to a certification procedure and should withdrawal of the certificate consequently be necessary (e.g. conducting of surveillance audits).

7. List of certified organizations

7.1 TÜV Rheinland Cert GmbH is obliged to hold a directory of certificate holders which includes the following information: name of certificate holder, applicable standards documents, scope of validity, geographical location (for multiple site certifications: geographical location of the head office and each location within the scope of validity).

7.2 Suspended certifications according to Article 3.16 and withdrawn certificates according to Articles 3.9 and 3.17 are included in the directory.

7.3 TÜV Rheinland Cert GmbH is entitled to provide the directory specified in Section 7.1 to the public on request.

8. Right of TÜV Rheinland Cert GmbH to enter the contract

TÜV Rheinland Cert GmbH, located at
Am Grauen Stein

51105 Cologne
Germany

is entitled to enter the certification contract underlying these Terms and Conditions of Certification at any time.

9. Certificate replacement

9.1 Observing a period of notice of 1 month, we are entitled to replace issued certificates with new certificates (replacement certificates) at any time in the event of a change in the accredited certification body named on the certificate, provided replacement has not caused a change in the certification scope .

9.2 In the event of replacement, the client will be obligated as set forth in Article 9.1 to return to us the certificate to be replaced without delay.

10. Complaints

10.1 Complaints must be presented in writing to us.

10.2 Should the complaint be justified, we shall the initiate appropriate measures.

10.3 Should the complaint prove to be unsustainable in our view, the complainant will be informed of this and asked to comment within a period of 30 calendar days. If no amicable solution can be reached with the complainant, the parties may mutually agree on the performance of arbitration proceedings, failing which legal action will be taken.

II. Special terms and conditions of certification governing accredited certification schemes of TÜV Rheinland Vietnam Co., Ltd.

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

- Generally valid international accreditation standards: e.g. ISO/IEC 17021, ISO 19011, ISO/IEC 17065.
- Accreditation standards specific for the relevant certification standard: e.g. ISO 22003 for the food industry or ISO 27006 for IT, EN 9104-001, EN 9101 in the field of aviation.
- Certification standards such as ISO 9001, ISO 14001, IATF 16949, BS OHSAS 18001, SCC, ISO 50001.
- Accreditation rules defined by the respective accreditation body.

1 General Terms and Conditions for Accredited Certification Schemes

1.1 Certification audit

1.1.1 Certification audits consist of two stages. Stage 1 aims at obtaining an overview of the management system and its maturity (status of implementation). After this information has been obtained, the stage 2 audit may be performed, which assesses the establishment of and compliance with the management system.

1.1.2 The stage 2 audit may be carried out directly after the stage 1 audit. Should the stage 1 audit reveal, however, that the organization is not yet ready for certification, the stage 2 audit may not be carried out directly after completion of the stage 1 audit. In this case, the client must first take appropriate action to make the organization ready for certification. Any additional costs arising therefrom for the client or for us, i.e. including travel costs, travel times and time lost, shall be borne by the client.

1.1.3 The interval between the stage 1 and the stage 2 audit must not exceed 6 months. Should more than 6 months elapse between the stage 1 and the stage 2 audit, the stage 1 audit shall be repeated. Any additional costs arising therefrom for the client or for us, i.e. including travel costs, travel times and time lost, shall be borne by the client.

1.1.4 When the interval is set between the stage 1 and the stage 2 audit, allowance shall be made for both the client's requirements and sufficient time for the correction of weaknesses. Generally, most of the auditing time is spent on the stage 2 audit.

1.1.5 If we are not able to verify the implementation of corrections and corrective actions of any major nonconformity within 6 months after the last day of stage 2, we have to conduct another stage 2 prior to recommending certification.

1.2 Surveillance audit

1.2.1 To maintain validity of the certificate, on-site surveillance audits shall be carried out at least annually. The due date is determined by the date of the last day of the initial certification audit. The first surveillance audit after the certification audit has to be scheduled before the due date and has to be carried out not later than 12 months after the certification audit decision.

1.3 Re-certification audit

1.3.1 To renew certification for another three-year period, a re-certification audit shall be held at the client's organization prior to expiry of certificate validity.

1.3.2 The procedure is similar to that of a certification audit, where the necessity and scope of a stage 1 audit are determined subject to changes in the client's management system, the client's organization or the context in which the client's management system is operating.

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

1.4 Audits announced at short notice or unannounced

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

- Serious complaints and other circumstances of which the certification body becomes aware, which challenge the effectiveness of the client's certified management system and which cannot be eliminated in written form or within the next scheduled audit (e.g. alleged violation of law on the part of the client or its executives).
- Changes at the client which impair the management system's effectiveness in such a way that the organization no longer complies with the requirements of the standard.
- As a consequence of a suspension of the client's certification.

1.5 Multi-site certifications

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

1.5.2 Multi-site certification is possible if the following criteria are fulfilled:

- All sites maintain a legal or contractual relationship with the organization's headquarters.
- Products/services are basically identical at all sites and are produced using identical methods and processes.
- A uniform management system has been defined for, and is established and maintained in, all branches/production facilities.
- The entire management system is monitored centrally under the direction of the Management Representative at the organization's central office, who is authorized to issue management system-related instructions to all branch offices/production sites.
- Internal audits and management reviews have been carried out at all branch offices sites.
- Certain areas carry out centralized activities on behalf of all branch offices/production sites, e.g. product and process design and development, purchasing, human resources (HR), etc.

1.5.3 In cases involving multi-site certification, the on-site auditing of sites may be spread over certification and surveillance audits. Headquarters must be audited annually in addition to the sampled sites.

1.5.4 We select the sites to be audited.

2 Standard-specific terms and conditions for accredited certification schemes

Terms and conditions applicable to certain accredited certification schemes, which must be observed in addition to the General Terms and Conditions outlined under Art. 1 above, are listed below, separately for each specific standard concerned.

2.1 Supplementary terms and conditions for environmental management systems as per ISO 14001 and/or EMAS

2.1.1 These supplementary terms and conditions apply to the certification of environmental management systems as per ISO 14001 and to verification and validation in accordance with EMAS (Eco Management Auditing Scheme).

2.1.2 Supplementary terms and conditions for stage 1 audits as per ISO 14001:

In cases involving initial certification, the stage 1 audit shall always be conducted on site.

Exceptions to the above rule shall only be possible if the following criteria are fulfilled:

- The audit team is familiar with the client's organization and its typical environmental aspects from previous audits,
- The client's organization already operates a certified management system as per ISO 14001 or EMAS, or
- most sites of the client's organization are classified as being of low or limited environmental relevance.

Document review shall cover the applicable system documentation and an overview of environmental aspects and legal requirements (including permits based on environmental law) to be complied with by the client.

2.1.3 Certification as per EMAS is governed by the basic EU Regulation and, in Germany, particularly by the Environmental Audit Act (Umweltauditgesetz, UAG) plus its Fees Regulation (UAG-Gebührenverordnung, UAGGebV).

2.1.4 The client is obliged to inform us immediately if there has been a major environmentally relevant incident or a breach of environmental obligations in his company that requires official involvement. A major, environmentally relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The Contractor then decides whether or not a short-term, extraordinary audit is required (see 1.4). If it emerges that environmental management system is severely in breach of the certification requirements, the Contractor will adopt measures, which may lead to the suspension or withdrawal of the certificate.

2.2 Supplementary terms and conditions for certification schemes in the automotive industry IATF 16949, VDA 6.x

2.2.1 The regulations set forth in the certification standards for the automotive industry listed below shall have priority.

- **IATF 16949 –** Automotive certification scheme for IATF 16949: Rules for achieving and maintaining IATF recognition, 5th edition for IATF 16949, 1 November 2016 (IATF: International Automotive Task Force).

- **VDA 6.x –** Certification scheme for VDA 6.1, VDA 6.2 and VDA 6.4 based on ISO 9001 (VDA-QMC Verband der Automobilindustrie - Qualitäts Management Center).

2.2.2 The client:

Can not refuse the presence of an IATF representative

Can not refuse our request to provide the final report to the IATF

Can not refuse an IATF witness audit

Can not refuse the presence of an internal witness auditor of us

Can not refuse the presence of an IATF representative or their delegates

2.2.3 Consultants to the client cannot be physically present at the client's site during the audit or participate in the audit in any way.

2.2.4 Failure by the client to inform us of a change is considered a breach of the legally enforceable agreement and may result in the withdrawal of the client's ISO/TS 16949 certificate by us. Changes may be related to:

- legal status
- commercial status (e.g. joint ventures, sub-contracting with other organizations)
- ownership status (e.g. mergers and acquisitions)
- organization and management
- contact address or location
- scope of operations under the certified management system
- IATF subscribing OEM customer special status
- major changes to the management system and processes

2.2.5 Audit termination:

- if a stage 2 audit is terminated, the client shall start over with a stage 1 readiness review,
- if a surveillance audit is terminated, the certificate shall be suspended and a full repeat surveillance audit shall be conducted within ninety (90) calendar days of the closing meeting,
- if a recertification audit is terminated, the client shall have another recertification audit in accordance with section 5.1.1. If the timing is exceeded, the client shall start over with an initial certification audit (stage 1 and stage 2),
- if a transfer audit is terminated, the client shall start over with an initial certification audit (stage 1 readiness review and stage 2)

2.2.6 Nonconformity management:

We shall require the client to submit, within a maximum of sixty (60) calendar days from the closing meeting of the site audit, evidence of the following:

- implemented correction,
- root cause including methodology used, analysis, and results,
- implemented systemic corrective actions to eliminate each nonconformity, including consideration of the impact to other similar processes and products,
- verification of effectiveness of implemented corrective actions.

In cases where the accepted corrective action plan for a nonconformity is found not acceptable, we shall resolve the outstanding issues with the client within a maximum of ninety (90) calendar days from the closing meeting of the audit. If resolution cannot be completed, the final audit result shall be considered failed and the IATF database shall be updated. The certification decision shall be negative and the client shall start over with an initial certification audit. The current valid certificate shall be immediately withdrawn. A major nonconformity shall require onsite verification.

In exceptional case(s) where the implementation of corrective actions cannot be completed within a maximum of ninety (90) calendar days from the closing meeting of the site audit, we shall consider the nonconformity open but 100% resolved when the following conditions have been met:

- scheduled onsite follow-up audit based on the accepted action plan and prior to the next audit.
- Containment of the condition to prevent risk to the customer has been taken, including a review of the systemic impact on the client`s process
- Documented evidence of an acceptable action plan, instructions, and records to demonstrate the elimination of the nonconformity condition, including a review of the systemic impact on the client`s process

For minor nonconformities we may verify the effective implementation of the identified corrective actions at the next audit instead of verification during an additional onsite verification visit. In cases where the accepted corrective action plan is found to be not effectively implemented, a new major nonconformity shall be issued against the corrective action process and the previous minor nonconformity shall be reissued as a major nonconformity. This will lead to automatic suspension of the certificate.

When a nonconformity is identified during a recertification audit by us, then the decertification process (see section 8.0 of the rules) shall be initiated on the last audit day (see section 8.1.c of the rules).

2.2.7 Special Audits

It may become necessary for us to conduct audits of certified clients to investigate performance complaints (see section 8.1 a/b of the rules), in response to changes to the client's quality management system (see section 3.2 of the rules), significant changes at the client's site or as a result of a suspended certificate (see section 8.3 of the rules). Clients cannot deny Special Audits.

2.2.8 Transfer audit

The client has to notify the former certification body about the intend to transfer to us.

A legal enforceable agreement has to include provisions to ensure that it can be extended until all transfer activities to us are completed.

2.3 Supplementary conditions for ISO 22000 / FSSC 22000

2.3.1 These supplementary conditions apply for:

- ISO 22000 - Management systems for food safety - Requirements for any organisation in the food chain
- FSSC 22000 Food v5.1 (ISO 22000 + ISO / TS 22002-1)
  - ➢ ISO / TS 22002-1 - Prerequisite programmes on food safety - Part 1: Food manufacturing
- FSSC 22000 Packaging v5.1 (ISO 22000 + ISO / TS 22002-4)
  - ➢ ISO / TS 22002 - 4 - Prerequisite programmes on food safety – Part 4: Food packaging manufacturing

2.3.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards and additional documents of Foundation for Food Safety Certification, e.g. FSSC 22000 Scheme v5.1, Part 2 (www.fssc22000.com).

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

2.3.4 Multi-site sampling for ISO 22000 are only possible for up to 25 sites in the areas of animal breeding, plant breeding, catering, distribution and/ or transportation/ storage.

2.3.5 The Contractor is irrevocably authorized by the client to provide the following information to the Foundation for Food Safety Certification, Stephensonweg 14, 4207 HB Gorinchem, Netherlands:

- the order for auditing in accordance with standard FSSC 22000,
- the detailed results relating to the order, the audit and certification in accordance with standard FSSC 22000, regardless of success or otherwise in the audit process. This information will be filed with the Foundation for Food Safety Certification in its online database (Portal) and on the FSSC 22000 homepage (www.fssc22000).

2.3.6 The client allows the Contractor to share information relating to the certification and auditing process with the Foundation, GFSI and governmental authorities when required.

2.3.7 The client agrees to grant unlimited access to the Foundation for Food Safety Certification and the Accreditation Body its respective officers and employees to all necessary information, and grant them the right

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

If serious nonconformities are found, Foundation for Food Safety Certification may establish sanctions against the Contractor, which may lead to the withdrawal of the certificate.

2.3.8 At least one unannounced FSSC 22000 audit is undertaken after the initial / re-certification audit and thereafter within 3-year-terms. The client can voluntary choose to replace all surveillance and recertification audits by unannounced annual audits. The client must inform the Contractor in writing, within 2 weeks after stage 2 closure, about the blackout days for the unannounced surveillance audit. Blackout days are the days in which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance activities in production, etc.) The company has 10 days per calendar year at its disposal for this purpose. Initial certifications are not unannounced.

2.3.9 If the client refuses to participate in the unannounced FSSC 22000 audit, first the certificate will be suspended immediately, and the Contractor will withdraw the certificate, if the client does not give him the explicit opportunity to perform the unannounced audit within six month from the audit date.

2.3.10 If the auditor in not given access to the client company to be audited, the client will be liable for all costs resulting for the Contractor, especially remuneration for travel time, travel costs and the planning of the audit.

2.3.11 The client has to report to the contractor within 3 working days:

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

- any possible legal steps regarding product safety or product compliance,
- client becomes aware that his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.),
- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

b) Following changes:

- any significant changes that affect the compliance with the Scheme requirements. Contact the Contractor in cases where there is doubt over the significance of a change,

- changes to organization name, contact address and site details,
- changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision-making or technical staff),
- changes to the management system, scope of operations and product categories covered by the certified management system,
- any other change that renders the information on the certificate inaccurate.

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

2.3.13 The client is the owner of the audit report and the certificate holder.

2.3.14 When requested by the client, the Contractor actively provides the client access to the associated Organization Profile, Audit and Certification data registered in the Portal using the available functionality.

2.3.15 The contracting parties may agree to conduct remote audits instead of on-site audits, provided that this is permitted under the Accreditation Bodies/ Standard Publisher's instructions/ Certification Programme owners. The client shall bear any additional cost (e.g. audit time) incurred by technical problems on the client side. The Contractor shall be entitled, even where a fixed or maximum price has been agreed, to charge extra for this additional cost.

2.4 Supplementary conditions for product certification in accordance with International Feature Standards IFS Food / IFS Logistics and IFS Broker

2.4.1 These supplementary terms apply to product certification according to internationally recognized standards for:

IFS Food v6.1 – standard for auditing quality and food safety of food products (audits can take place at the latest by 30.06.2021)

IFS Food v7 – Standard for assessing product and process compliance in relation to food safety and quality

- IFS Logistics v2.2 – Standard for logistical services in relation to product quality and –safety
- IFS Broker v3 - standard for auditing trading agencies, importers and brokers services compliance in relation to product quality and safety

2.4.2 The basis for the entire assessment and certification process, including logo useage, are the specifications of the applicable standards and additional documents of IFS Management GmbH, e.g. IFS guidelines / doctrine.

2.4.3 Assessments can only be planned when the check for certification readiness has been successfully completed and any differences between the opinions of the Contractor and the client have been resolved.

2.4.4 Multi-site certifications are not performed, except for IFS Logistics.

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

2.4.6 The Contractor is irrevocably authorized by the client to provide the following information to IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin:

- The order for auditing in accordance with the IFS standard.
- The detailed results relating to the order, the Assessment and certification in accordance with the IFS standard, regardless of success or otherwise in the Assessment process. This information will be filed with IFS Management GmbH in its online database.

2.4.7 IFS Management GmbH will be irrevocably authorized to make successful procedures (without detailed results) available to food retailer companies via its online database.

2.4.8 The client is free to decide whether or not unsuccessful certifications, as well as the detailed results of passed and failed certifications may be made available by IFS Management GmbH to food retail companies via its online database.

2.4.9 The client agrees to grant unlimited access to the Accreditation Body and IFS Management GmbH and its respective officers and employees to all necessary information under the "IFS Integrity Program", and grant them the right

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

If serious nonconformities are found, IFS Management GmbH may establish sanctions against the Contractor, which may lead to the withdrawal of the certificate.

2.4.10 At least one unannounced IFS Food Assessment / IFS Logistics audit shall undertaken within 3-year-terms. In the event of non-participation, the certification will not be continued and the client must bear the costs incurred. The client informs the Contractor in writing about the blackout days by 10 days / year, during which the unannounced audit cannot be carried out (e.g. company holidays). More information (e.g. audit protocol unannounced audits) are written on the homepage of the standard owner (www.ifs-certification.com).

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

- any possible legal steps regarding product safety or product compliance,
- client becomes aware that his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.),
- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

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

2.4.13 The contracting parties may agree to conduct an IFS Broker remote audit instead of on-site audit, provided that this is permitted under the Accreditation Bodies/ Standard Publisher's instructions/ Certification Programme owners. The following conditions apply

- the client is actively IFS Broker certified,
- the client has the appropriate information technology infrastructure and environment (e.g. internet access) in place,
- the client has all relevant documents and records available online, or has a document scanner or similar, to enable the digitalization of further documents or records, if necessary,
- the client shall bear any additional cost (e.g. audit time) incurred by technical problems on the client side. The Contractor shall be entitled, even where a fixed or maximum price has been agreed, to charge extra for this additional cost.

2.5 Supplementary conditions for product certification in accordance with the BRCGS Global Standard for Food Safety / BRCGS Global Standard for Packaging Materials / BRC Global Standard Consumer Products - General Merchandise / BRC Global Standard Consumer Products – Personal Care and Household

2.5.1 These supplementary terms and conditions apply to product certification as per the internationally recognized BRC (British Retail Consortium) standards:

- BRC Global Standard For Food Safety,
- BRC Global Standard Packaging Materials,
- BRC Global Standard Consumer Products - General Merchandise,
- BRC Global Standard Consumer Products – Personal Care and Household.

2.5.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards. This also includes, if applicable, "voluntary modules" commissioned by the client (e.g. ASDA). Further information is available on the homepage of the standard owner (www.brcgs.com).

2.5.3 Audit planning can be done only when the check for certification readiness has been successfully completed and any differences between the opinions of the Contractor and the client have been resolved.

2.5.4 Multi-site certifications are not performed.

2.5.5 In the case of suspension or withdrawal of the certificate, the client shall immediately inform its customers about the circumstances that led to the suspension or withdrawal of the certificate. Customers will be informed of the corrective action taken to regain the certification status.

2.5.6 The Contractor is irrevocably authorized by the Customer to provide the following information to the "BRCGS":

the order for auditing in accordance with the BRCGS,

the detailed results relating to the order, the audit and certification according to the BRCGS, regardless of success or otherwise in the audit process. (e.g. copy of the audit report, certificates and other documents in connection with the audit).

2.5.7 The client agrees to grant unlimited access to the "BRCGS" and the Accreditation Body and its respective officers and employees to all necessary information, and grant them the right

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

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

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

- any possible legal steps regarding product safety or product compliance,
- his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,

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

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

2.5.10 At least one unannounced BRCGS Global Standard audit shall undertaken within 3-year-terms under the following conditions

- valid for BRCGS Food Safety and BRCGS Packaging,
- in the event of non-participation, the certification will not be continued and the client must bear the costs incurred,
- the client must inform the Contractor in writing, within 6 months after the last audit, about the blackout days for the unannounced surveillance audit. Blackout days are the days in which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance activities in production, etc.). The company has 10 days per calendar year at its disposal for this purpose (sites on a 6 month audit schedule (e.g. sites certificated to the Food Standard with grades C or D) may nominate a maximum of 5 days).

2.5.11 The contracting parties may agree to conduct the Blended Audit. Blended Audit is an audit which comprises an offsite-remote assessment followed by an onsite audit. The following conditions apply

- the client is actively certified accordance one of the internationally recognized BRCGS standard (see 2.5.1),
- applicable for re-certification audits and not for the first BRCGS audit,
- for the offsite-remote assessment the client has all relevant documents and records available online,
- the client shall bear any additional cost (e.g. audit time) incurred by technical problems (e.g. poor internet connection) on the client side. The Contractor shall be entitled, even where a fixed or maximum price has been agreed, to charge extra for this additional cost.

2.6 Supplementary terms and conditions for the aerospace industry EN/ AS 9100

2.6.1 These supplementary terms and conditions apply to certification as per the internationally recognized EN 9100 standard:

2.6.2 To the extent required for verifying that criteria and methods within the scope of certification as per the EN 9100 series of standards are correctly applied, we shall be authorized, via TÜV Rheinland Cert GmbH, to grant access to the following parties: the Deutsche Akkreditierungsstelle GmbH, aviation authorities and member organizations of the German Aerospace Industries Association (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V., BDLI).

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

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

2.6.5 The Stage 1 audit of the initial certification audit must be conducted on site. Stage 1 and Stage 2 may not directly follow each other in time.

2.6.6 For organizations with multiple sites belonging to the scope of certification, the organization of a structure is assigned on the basis of the criteria of the appendix B of EN in 9104-001. This allocation is the basis for audit days that are to be audited at each site.

2.6.7 The Client is obliged to provide to its customers and potential customers copies of the audit report and related documents and records available upon request, unless entitled refusal reasons exist (e.g., competition, confidentiality, conflicts of interests).

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

2.6.9 In accordance with EN 9101 correction actions to non-conformities - according to classification - must be submitted to the lead auditor by the organization within max. 30 days after the finding of the non-conformities. We must via TÜV Rheinland Cert GmbH initiate the process for the suspension of the certification if an organization is unable to prove within 60 days after the creation of a non-conformance report (NCR) that the conformance with the referring norm is restored. If AQMS-certificated organizations lose their certification according AQMS standard, they must inform about this their customers of the aviation, aerospace and defense immediately.

2.6.10 Classified material/ export control requirements: Prior to contracting for and conducting audits, the client has to inform the Certification Body about classified material or export control requirements, so that these aspects can be included in the contract and audit planning. In case that access restrictions related to auditors and, if necessary, Witness / OP assessors occur in specific areas during the audit it has to be clarified between client and certification body how access to these areas can be made during the audit, since only areas / processes can be listed within the scope of the certificate which have been audited adequately. Exclusions from processes are only permitted as given in requirements of the standard.

2.7 Supplementary terms and conditions as per BS OHSAS 18001/ ISO 45001 and SCC

2.7.1 These supplementary terms and conditions apply to the certification of occupational health and safety management systems as per the following internationally recognized standards:

- BS OHSAS 18001/ ISO 45001 and management systems in the area of safety, health and environmental protection as per
- SCC (contractors/ production sector) and
- SCP (providers of personnel services).

2.7.2 In cases involving initial certification as per BS OHSAS 18001/ ISO 45001, the stage 1 audit shall always be carried out on site.

2.7.3 In cases involving SCC certification, the client undertakes to give auditors access to representative construction/work sites. An appropriate list of construction/work sites shall be submitted to the auditor three weeks prior to the audit.

2.7.4 In cases involving SCP certification, the client undertakes to grant access to representative construction/work sites or projects. Should the lessee refuse access to its company, construction/work sites or projects, the personnel leasing agency shall send a representative sample of temporary agency workers to the client's headquarters or its respective branch office, to ensure the auditor(s) can interview these workers within the scope of the audit.

2.7.5 Clients certified according to SCC or SCP may file an application for use of the SCC mark during their certificates' period of validity.

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

2.8 Supplementary terms and conditions of other TÜV Rheinland Organizations

For management system certifications with accreditations hold by other TÜV Rheinland Organizations (e.g. SA 8000, IRIS) additional standard specific certification requirements apply.

2.9 Supplementary terms and conditions for ISMS as per ISO/IEC 27001

Complementing the requirements for multi-site certifications set forth under Art. 1.5, the following supplementary terms and conditions apply to the certification of Information Security Management Systems (ISMS) as per ISO/IEC 27001:

2.9.1 Multi-site certifications may be performed in organizations which maintain several similar sites and have established an ISMS which covers the requirements of all sites.

A certificate applying to an organization and its sites may be issued if the following criteria are fulfilled:

a) All sites maintain the same ISMS, which is managed and monitored by a central function and subject to internal auditing and management review;

b) All sites are included in the organization's audit and management-review programme;

c) Initial contract review ensures that the differences between the individual sites are taken appropriately into account in sample selection

d) The certification body has sampled a representative number of sites taking the following aspects into account:

- The results of the internal audits carried out at the central office and at the sites
- The management review result
- The different sizes of sites
- The different business purposes of sites
- the level of ISMS complexity
- The complexity of the information systems at the different sites
- The different types of work operations
- The differences in ongoing activities
- The possible interaction with critical information systems or information systems processing sensitive data
- The different legal requirements

e) The representative sample refers to all sites included in the scope of the client's ISMS; the sites included in the sample are selected on the basis of the criteria listed under d) above and by means of random sampling.

f) Prior to certification all sites involving significant risks must be audited.

g) The surveillance programme ensures that all sites will be audited within a reasonable timeframe

h) Corrective actions taken at one site will be applied to the entire multi-site organization covered by the scope of the certification.

2.10 Supplementary terms and conditions for certification of Energy Management Systems as per ISO 50001

2.10.1 The rules of the Deutsche Akkreditierungsstelle (DAkkS) apply regarding the "accreditation of certification bodies for energy management systems - EnMS" (71 SD 6 022) in their current version (see www.dakks.de/doc_zm). New certifications or recertifications must comply with the requirements of ISO 50003 from the date of the accreditation according to ISO 50003:2014.

2.10.2 For multi-site certifications, the conditions set out in Section II.1.5 apply. Locations without employees are not calculated as additional locations for the determination of the audit time, but must be considered / audited adequately in the overall audit cycle (3 years).

2.10.3 For initial certifications the stage 1 audit has to take place on-site. In justified exceptional cases (micro-enterprises, sufficient current certification body knowledge as a result of ISO 14001 audit, EMAS validations, GHG verification) stage 1 and stage 2 of the audit can be performed immediately one after the other, but only if the dangers of aborting an audit have been clearly explained to the client. The decision rests with the Contractor.

2.11 Supplementary provisions for the assessment of management systems with requirements relevant to approvals or Teilegutachten under road traffic law (ARR)

(ARR = Approval **R**elevant **R**equirements**)**

2.11.1 The "Rules for the Designation/Recognition of Technical Services (Category C)" of the German Federal Motor Transport Authority (Kraftfahrt-Bundesamt, KBA) in the current version shall apply.

2.11.2 For each audit, the Client shall provide the Contractor with information on existing or planned road traffic approvals or Teilegutachten.

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

2.11.4 The client may not use certificates, CoP information, audit reports or the like, which have been prepared within the scope of the procedure ARR, or parts thereof, in a way that is misleading.

2.11.5 The client and holder or potential holder of type approvals under road traffic law is hereby informed that he is subject to the rights and obligations of an approval holder (inter alia, in accordance with the "Information Sheet on Initial Assessment (MAB)" of the Kraftfahrt-Bundesamt). These rights and obligations are valid independently of the certification/assessment process.

2.11.6 The client and owner or potential owner of Teilegutachten is advised that he is subject to, synonymous with, the rights and obligations of an approval holder according to the aforementioned sections. These rights and obligations are valid independently of the certification/assessment process.

2.11.7 The client and owner of type approvals under road traffic law or of Teilegutachten for several objects must create a program for the regular checking of the approved or Teilegutachten relevant characteristics. The type of inspection, interval and sample size shall be justified. Records shall be kept and retained for an appropriate period of time for the implementation of the program.

2.11.8 The client and holder of type approvals under road traffic law or of Teilegutachten must carry out internal audits at appropriate intervals to assess compliance with the requirements relevant to approval or Teilegutachten and have them assessed by the management.

2.11.9 In the event that the client and holder of type approvals under road traffic law or of Teilegutachten has the relevant objects manufactured in their entirety or to a significant extent in legally independent companies (external production facilities), the assessment will evaluate the extent to which the client fulfils its obligations to monitor production.

2.11.10 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, an attestation of ARR or a verification confirmation of the external production site. These documents should include requirements relevant for approval and be issued by a designated technical service.
- In the case of the external production of approved objects (KBA), the production facility must meet the requirements of the current "Information Sheet on Initial Assessment (MAB)" of the Kraftfahrt-Bundesamt.
- In the case of external production of objects relevant to Teilegutachten, the production facility may have to meet additional requirements in accordance with the technical services conducting the assessment.

2.11.11 During the period of validity of the certificate or the attestation of ARR, the manufacturer must provide the following information to the certification body:

- Changes in production methods
- Changes with regard to the production sites

2.11.12 As a result of each audit of an approval holder or a potential approval holder (KBA), a "CoP report" is prepared and transmitted by the certification body to the Federal Motor Transport Authority (KBA).

2.11.13 A major deviation - beyond the requirements of ISO/IEC 17021-1 - is defined as follows:

- There is a risk that
  - A product is brought into market with an approval sign although it has not been approved or that the product otherwise appears as approved or
  - A non-conform product can be brought into the market or
  - Malfunctioning products cannot be recalled.
- The approval holder does not comply with the stipulations given in the approval and does not immediately implement adequate corrections and corrective actions
- Other serious violations of approval relevant requirements.

2.11.14 Irrespective of the client's (approval holder's) duty to inform, the contractor must inform the Kraftfahrt-Bundesamt (Federal Motor Transport Authority) immediately in the following cases, among others:

- Major deviations from approval relevant requirements in the audited organization, if the organization does not immediately and effectively implement adequate corrective actions and corrective measures.
- Definitive refusal of a certificate of compliance with the approval relevant requirements.
- Invalidation, restriction or suspension of the certificate for approval relevant requirements and for ongoing procedures therefore.

2.11.15 The client undertakes to allow a Witness assessor from the Designation Authority to participate in the audit.

2.12 Assessment of approval-relevant or Teilegutachten relevant requirements (Procedure ARR) with issue of an attestation of ARR in case a certified QM system (ISO 9001 or IATF) is available.

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

2.12.2 The process for the initial assessment audit in the procedure ARR is as follows. All procedural steps including the audit can be carried out separately for the procedure ARR or in combination with the certified procedures.

- Optional information meeting with focus on the procedure ARR
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to approval-relevant or Teilegutachten relevant requirements for the readiness evalutation if required
- Audit planning
- Audit execution
- Processing and verification of corrective actions or repeat-audit if necessary
- Internal review process by the ARR product management of the certification body
- Transfer of the CoP report to the approval authority (in case of approval holders or potential approval holders)
- Providing the attestation of ARR with binding to the validity of the applicable certification procedure (ISO 9001 or IATF).
- Sending the attestation of ARR and the CoP report to the client.

2.12.3 Surveillance audit

An annual surveillance audit is performed according to the rules of the applicable certified procedures. All procedural steps up to and including audit performance can again be carried out separately or in combination with the certified procedures.

For each surveillance (for approval holders or potential approval holders) an update CoP report shall be submitted to the approval authority.

2.12.4 Re-assessment

In the course of the re-certification according to the rules of the applicable certified procedures, a repeat assessment is performed in the procedure ARR. All procedural steps up to and including the performance of the audit can again be performed separately for the procedure ARR or in combination with the certified procedures.

An updated attestation of ARR is issued after successful re-assessment. An update CoP report (for approval holders or potential approval holders) is submitted to the approval authority.

2.13 Assessment of requirements relevant to approval or Teilegutachten (verification procedure) with issue of an confirmation of ARR, without existence of a certified QM system.

In this case, the verification procedure for the initial assessment is as follows:

- Optional information meeting on the verification procedure
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to approval-relevant or part-approval-relevant requirements for the readiness evaluation, if required
- Audit planning
- Audit execution
- Processing and verification of corrective actions or repeat-audit if required
- Internal release process by the product management ARR of the certification body
- Transfer of the CoP report to the approval authority (in case of approval holders or potential approval holders)
- Issue of the confirmation of ARR with limitation of the validity to 1 year in a first step.

2.13.2 Surveillance audit

In principle, a surveillance audit is planned for the first assessment in the verification procedure approximately one year after the initial audit and the validity of the confirmation of ARR is limited for this time. The decision on this is made when the confirmation of ARR is released.

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

A current CoP report is sent to the approval authority in case of surveillance after initial assessment (for approval holders or potential approval holders).

In the case of reassessments, there is generally no annual surveillance.

2.13.3 Re-assessment

On expiry of the validity of the confirmation of ARR, a re-assessment is agreed in due time in the verification procedure.

An updated confirmation of ARR is issued after successful re-assessment. An update CoP report (for approval holders or potential approval holders) is sent to the approval authority.

2.14 Assessment of requirements relevant to approval (audit for initial assessment) without issuing an attestation of ARR, with or without existence of a certified QM system.

2.14.1 This procedure is only used for potential type-approval holders. The procedure for the initial assessment audit is as follows:

- Optional information meeting on the procedure ARR
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to approval-relevant requirements for the readiness evaluation, if required
- Audit planning
- Audit execution
- Processing and verification of corrective actions or repeat-audit if required
- Internal release process by the product management ARR of the certification body
- Transfer of the CoP report to the approval authority

2.14.2 Surveillance audit

In principle, no surveillance audit is provided for. The decision on further monitoring measures is the responsibility of the approval authority.

2.14.3 Re-assessment

In principle, no re-assessment is provided for. The decision on further monitoring measures is the responsibility of the approval authority.