

CONTENT

1.	SCOPE OF APPLICATION.....	2
2.	DEFINITIONS.....	2
3.	OBLIGATIONS OF TÜV NORD CERT AND THE CLIENT	2
3.1.	Obligations of the TÜV NORD CERT.....	2
3.2.	Obligations of the client.....	3
3.3.	Requirements regarding occupational health and safety at the client's premises	4
3.3.1.	Requirements by the client	4
3.3.2.	Requirements by the Validation and Verification Body.....	4
4.	VALIDITY AND RIGHTS OF USE OF THE MARK OF CONFORMITY AND VALIDATION AND VERIFICATION STATEMENTS	4
5.	ENDING OF RIGHTS OF USE.....	6
5.1.	End of the right to use the validation/verification statements and mark of conformity	6
5.2.	Validation/Verification Body.....	7
5.3.	Client.....	7
5.4.	Termination of the contract with immediate effect.....	7

If you should require any further information, please do not hesitate to contact us. We will be pleased to support.

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1. SCOPE OF APPLICATION

The “**General Conditions for the Validation and Verification as per ISO/IEC 17029**” apply to services provided by TÜV NORD CERT GmbH (in the following “TÜV NORD CERT”) in respect to validation and verification of claims by executing the appropriate activities or measures and applying ISO/IEC 17029. It is important to note that in some extended documents, the term "certification" may be used interchangeably with "verification" and "validation." This usage is intended to align with specific industry standards or regulatory requirements and should be understood in the context of the relevant documentation.

2. DEFINITIONS

All terms and definitions used shall have the meanings assigned to them in ISO/IEC 17029 (Conformity assessment — General principles and requirements for validation and verification bodies) and ISO/IEC 17000 (Conformity assessment — Vocabulary and general principles), unless otherwise specified herein.

3. OBLIGATIONS OF TÜV NORD CERT AND THE CLIENT

3.1. Obligations of the TÜV NORD CERT

- The TÜV NORD CERT Validation and Verification Body (hereinafter referred to as “Validation/Verification Body”) shall treat confidentially, in accordance with the agreed confidentiality rules, all the information regarding the client's organization to which it has been granted access and shall use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties if not otherwise required by the standard/scheme, regulation, registry or law. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the Validation/Verification Body and also detailed reporting and rendering of information to the arbitration body in cases of conflict, are excluded from this obligation of confidentiality.
- The Validation/Verification Body shall operate validation/verification activities based on the requirements defined in the quality management system of TÜV NORD CERT. The Validation/Verification Body shall issue a validation/verification statement based on the decision, if the claim of the client is confirmed. When the Validation/Verification Body is not issuing a validation/verification statement, the Validation/Verification Body shall inform the client.
- The Validation/Verification Body shall keep and publish a list of the validation/verification activities it provides including reference to applicable programmes and upon request provide information about its activities and the sectors in which it operates.
- Complaints of third parties regarding verification or validation statements of clients who have been verified or validated by the Validation/Verification Body shall be recorded in writing, checked and then dealt with.
- The Validation/Verification Body shall record complaints and objections of the client with regard to the validation/verification procedure in writing, check the facts of the case and investigate the

complaints/objections. If no agreement is reached between the client and the Validation/Verification Body, the complaints/objections procedure available on the website of TÜV NORD CERT (www.tuev-nord-cert.com) shall apply.

- Following a pre-engagement review of relevant information the Validation/Verification Body shall either accept or decline to perform the validation or verification. The Validation/Verification Body shall plan the activities considering the requirements specified in the validation/verification programme before undertaking the validation/verification activities and communicate the plan with the client including the name and roles of the team members performing the validation/verification, allowing the time for objections as specified in the respective programmes and services. The validation/verification shall be performed according to the communicated plan. The plan shall be revised if necessary, during the validation/verification. If new information potentially affecting the validation/verification statement are discovered after the issue date, the Validation/Verification Body shall communicate the matter as soon as practicable with the client and if required with the programme owner and take appropriate action including discussing the matter with the client and considering revision or withdrawal of the validation/verification statement.

3.2. Obligations of the client

- The client is required to submit relevant information to the Validation/Verification Body for a pre-engagement review, including at least:
 - Client name and proposed claim to be validated/verified,
 - Locations where the client's activities are undertaken,
 - the validation/verification programme and associated specified requirements for the validation/verification,
 - the objectives and scope of the validation/verification,
 - reports, data and any other relevant information,
 - where known at this stage and where applicable: the materiality and the level of assurance,
 - any other information as required by the validation/verification programme.
- After a positive result of a pre-engagement review of submitted information, a contractual agreement shall be signed between the client and the Validation/Verification Body. With the agreement the client is required to comply to:
 - the validation and verification requirements,
 - making all necessary arrangements for the conduct of the validation/verification, including for examining documentation and access to all relevant processes, areas, records and personnel,
 - where applicable, making provisions to accommodate observers,
 - the rules of the Validation/Verification Body for reference to validation/verification or use of marks.
- In order to avoid situations of conflict between the Validation/Verification Body and a possible advisory or consultancy organization, the client shall inform the Validation/Verification Body of advisory or consultancy services that have been used in the area of the validation/verification activities before conclusion of the contract.

- Within the framework of maintenance of the accreditation, notification, appointment, approval etc. the client hereby agrees that assessors from accreditation organizations may attend audits/assessment activities possibly taking place within his organization and that the accreditation organization may have access to and view the files.
- The client has the right to decline auditors/assessors nominated by the Validation/Verification Body. Reasons for rejection may arise in particular due to a possible threat to impartiality. If no agreement can be reached following three (3) proposals, the contract may be dissolved by the Validation/Verification Body with immediate effect.

3.3. Requirements regarding occupational health and safety at the client's premises

3.3.1. Requirements by the client

- At the due time before performance of the audit/assessment, the client shall provide information regarding risks, hazards and stress and load factors which could originate from the working environment in the client's factory or at the client's premises. This information shall include information regarding hazardous substances in test pieces and sites. The client shall provide information concerning whether and, if appropriate, to what extent, risk and hazard assessments and precautionary measures in accordance with ArbMedVV (German Ordinance on Preventive Occupational Health Care) are required for the activities that have been ordered.
- The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.
- The client shall ensure that employees of the Validation/Verification Body only perform work when accompanied by an employee of the client at all times.
- The client shall provide the employees of the Validation/Verification Body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.
- The client shall supply free of charge any necessary personal protective equipment which may be necessary, and which is not provided by the Validation/Verification Body.

3.3.2. Requirements by the Validation and Verification Body

- The employees of the Validation/Verification Body may only undertake work if the circumstances and the working environment are safe. They are entitled to refuse to perform the work in the presence of unacceptable hazards/risks/stresses.

4. VALIDITY AND RIGHTS OF USE OF THE MARK OF CONFORMITY AND VALIDATION AND VERIFICATION STATEMENTS

The following rules apply equally to validation/verification statements and marks of conformity (if applicable). In some cases, marks of conformity are not issued, then the following rules only apply to validation/verification statements.

- The validation/verification statement reflects the situation at the date or period which the claim covers and is not issued with a defined period of validity. Therefore, no regular surveillance activities to maintain the validity of validation/verification statement will take place. If in some cases the validation/verification programmes include the issuance of a certificate; the validity and rights for using the certificate depend on the specific validation/verification programmes.
- The scope of the validation/verification statement is listed in German or English language on the validation/verification statement. A translation into other languages is provided in good faith. In case of doubt or contradiction in meaning or interpretation between languages, only the German or the English version of the validation/verification statement is binding.
- The mark of conformity to be used in the individual case depends on the validation/verification statement that is issued.
- Approval for use of the mark of conformity only applies for the area of the client's organization that has been validated/verified. Use of the mark of conformity for operations which lie outside the scope of the validation/verification is not permitted.
- The mark of conformity may only be used in the form that is provided by the Validation/Verification Body. The mark shall be easy to read and clearly visible. The client is not authorised to make changes to the validation/verification statement and/or the mark of conformity. The validation/verification statement and the mark of conformity may not be used in a misleading manner for advertising purposes.
- The mark of conformity may only be used by the client and only in direct association with the company name or the company logo of the client. It may not be used on products or product packaging, nor be used in relation to products and/or procedures of the client, in a manner that could be interpreted as confirming product conformity.
- It is not permitted to make use of the mark of conformity on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this context.
- The client shall ensure that the mark of conformity and the validation/verification statement are only used in advertising in such a way that a statement regarding the validated/verified area of the client which corresponds to the validation/verification is made.
- The client must ensure that, within the framework of competition, there is no impression that the validation/verification by the Validation/Verification Body is equivalent to a legally required, governmental or official inspection.
- If, according to the principles of product liability, a claim is made against the Validation/Verification Body based on use of the mark of conformity and/or validation/verification statement by the client which infringes the conditions of the contract, the client shall hold the Validation/Verification Body harmless and release the Validation/Verification Body from all claims of third parties against this body. The same applies for all cases in which a claim is made against the Validation/Verification Body by a third party based on advertising claims or other behaviour on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the mark of conformity and the validation/verification statement in accordance with the

conditions stated above. If the validation/verification statement is suspended or withdrawn, neither the validation/verification statement nor the mark of conformity may be used from the date of suspension or withdrawal (irrespective of the term of the contract).

- Use of the mark of conformity and the validation/verification statement is limited to the client and may not be transferred to third parties or legal successors without the explicit permission of the Validation/Verification Body. If the client wishes to transfer the right of use of the mark of conformity and the validation/verification statement, a corresponding application shall be submitted.
- In the case of multisite validations/verifications, the main validation/verification statement shall state the clear and unambiguous overall scope of the validation/verification with regard to operations, products and services of all sites and all locations. Typically, the sites are listed in an annex to the validation/verification statement. The scope of a sub-validation/verification statement shall indicate the clear and unambiguous scope of the validation/verification with regard to operations, products and services at the respective site. It is not permissible for the scope in the sub-validation/verification statement to deviate from the scope of the main validation/verification statement. The sub-validation/verification statement can as a maximum only have the same scope as the main validation/verification statement or it can have a limited, but not different, scope compared with the main validation/verification statement.
- Corporate structures with independent legal entities: if sites of a permissible matrix validation/verification are operated at other organizations, the validation/verification documents shall indicate that such organizations only serve as an address. On the sub-validation/verification statements, the name of the client is taken from the main validation/verification statement; the name and address of the respective site are also stated. A sub-validation/verification statement can be issued for each site. These sub-validation/verification statement shall contain a clear reference to the main validation/verification statement. The sub-validation/verification statements have the same term of validity as the main validation/verification statement.

5. ENDING OF RIGHTS OF USE

The following rules apply equally to validation/verification statements and marks of conformity. In cases, where marks of conformity are not issued, then the rules only apply to validation/verification statements.

5.1. End of the right to use the validation/verification statements and mark of conformity

The right of the client to use the mark of conformity and to allege ownership of the validation/verification statement ends automatically with immediate effect without the need for an explicit statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the validation/verification, or indications that such changes may occur, to the Validation/Verification Body,
- the mark of conformity and/or the validation/verification statement used in such a way as to infringe the provisions of chapter 4,

- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
- disputes arise in relation to the mark of conformity in connection with competition law or intellectual property rights.

5.2. Validation/Verification Body

The Validation/Verification Body is entitled to suspend or terminate a validation/verification statement, and thereby the entitlement to use the mark of conformity, if the Validation/Verification Body subsequently becomes aware of new information pertaining to the assessment of the validation/verification procedure or its result.

The Validation/Verification Body reserves the right to make final decisions in relation to the validation/verification with regard to issue, refusal or maintenance of the validation/verification, extension or restriction/limitation of the scope of the validation/verification, renewal, suspension or reinstatement following suspension, or withdrawal of the validation/verification.

The Validation/Verification Body has the right to take appropriate actions in the presence of the reasons given in 5.1 following proper and expert analysis, and to suspend, withdraw or declare the validation/verification statement to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding to the requirements for validation/verification again exists, the validation/verification can be reinstated. Any costs associated with this shall be the responsibility of the client.

5.3. Client

Upon termination of the right of use, the client shall immediately collect and destroy all validation/verification statements (originals, copies, pdf documents) and cease advertising with the validation/verification statement. The same applies to use of the mark of conformity. Upon request the client must confirm compliance with these requirements.

5.4. Termination of the contract with immediate effect

In addition, the Validation/Verification Body and the client have the right to terminate the contractual relationship with immediate effect, if use of the validation/verification statements and mark of conformity is prohibited to the client in a manner which is legally binding.