

 TUV NORD (M) Sdn Bhd	CONTRACT FOR THE CERTIFICATION OF MANAGEMENT SYSTEMS	Form Title : MY-F001 Revision No. : 6 Effective Date : 02.10.2020 Page : Page 1 of 4
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The contract for the certification of management systems (MS) applies alongside the offer for certification, which defines the scope of the certification and the sector scope / industry code. The contract covers the tasks to be performed by the Certification Body of TÜV NORD (hereinafter called Certification Body) and by the company to be certified (hereinafter called Client) as well as the conditions for the use of the registration mark. "Certification" also covers "Re-Certification" of a certified management system.

1 Tasks of the Certification Body and the Client

1.1 Tasks of the Certification Body

- 1.1.1 The Certification Body undertakes to treat as confidential all information made available to it concerning the Client's company and only to use it for the agreed purpose. Documents to which it is granted access shall not be passed on to third parties without the written consent of the Client. This shall not include any detailed report to an arbitration body in the case of a dispute. If the law requires the Certification Body to disclose information to a third party, the Client shall be informed by the Certification Body of the information provided, as permitted by the law.
- 1.1.2 The Certification Body shall conduct the certification and surveillance in accordance with the procedures. The basis for the certification is provided by the requirements laid down in the standard / quality standard mentioned in the offer. The certificate shall only be issued if the requirements of the standard / quality standard have been met.
- 1.1.3 The Certification Body shall notify the holder of the certificate of any changes in the certification procedure; which have any direct consequences for him, define and inform about a transition period for implementation, and verify the implementation of the changes after the expiry of the transition period.
- 1.1.4 The Certification Body shall keep and publish (regularly or on request) a list of the companies certified indicating the scope of the certification in each case.
- 1.1.5 The Certification Body shall record any complaints made by the Client concerning the certification procedure and, in the case of complaints about specialist matters, it shall inform the Certification Manager. If no agreement can be reached between the Client and the Certification Body, the General Manager shall decide whether to engage the arbitration body. The Client may approach the Certification Advisory Board directly to appeal the unfavourable decision made by the Certification Body.
- 1.1.6 The validity of the certificate shall be for three years. This assumes that on the basis of the date on the certificate semi-annual or annual surveillance audits are performed in the company and the result is positive. In justified cases it may be necessary to conduct a surveillance audit at a shorter interval. The need for this shall be at the discretion of the Certification Body
- 1.1.7 If there is the need for the conditions of this contract to be changed need to be changed during the period of certification (e.g. due to changes in the accreditation / authority requirements), TÜV NORD will inform the Client in advance, define and inform about a the transition period for implementation, and verify the implementation of the changes after expiry of the transition period.
- 1.1.8 The Certification Body shall exercise proper control of ownership and shall take action to deal with incorrect reference to the certification status or misleading the use of certification documents, marks or audit reports. (Such action could include requests for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and, if necessary, legal action.)

1.2 Tasks of the Client – General

- 1.2.1 The Client shall strive to comply with all the relevant provisions or requirements of the management system programme to be certified, as well as all additional requirements stated in this contract, the offer for certification and other official TÜV NORD documents.
- 1.2.2 The Client shall make available (hand over or make facilities for examination) to the Certification Body, if required, at least 2 weeks before the audit (certification audit, surveillance audit) all valid documents relating to the management system (manual, procedures) and on request records of, for example, internal audits performed (e.g. in case of multisite certification).
- 1.2.3 By the time ofAt the time of the certification audit, the Client shall have conducted a complete internal audit of all management system requirements and management review. of the management system
- 1.2.4 The Client shall provide the a team of auditors during the audit facilities to examine the records covered by the scope of the certification and shall grant them access to the organisational units concerned.

- 1.2.5 The Client shall nominate a contact person in the management to take responsibility for in handling the audit and corresponding with TÜV NORD.
- 1.2.6 The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or extensions or additions to certificates (this affects for example changes regarding to the legal and organisational form of the company, the economic or ownership situation of the company, the organisation and the management [such as key members of staff in management positions, decisionmakers or specialist or high-level technical personnel etc.], the contact address and the sites, the scope of the certified management system as well as important changes to the management system and the processes).
- 1.2.7 The Client is under an obligation shall be obliged to record all complaints and their settlement with respect to the management system and ensure these are to be made available to the Certification Body upon request.
- 1.2.8 The Client shall notify the Certification Body of any consultancy services used in the domain of the management system.
- 1.2.9 In the context of maintaining the accreditation or authority certification, the Client shall hereby declare his willingness to allow a possible witness audit (i.e. participation by the accreditation body or authority body in the certification or surveillance audit) to be performed in his company.
- 1.2.10 The Client has the right to request the replacement of any proposed audit team member if reasonable grounds exist, e.g. conflict of interest or unethical behaviour.
- 1.2.11 The Client shall amend all advertising matters as soon as the when the scope of the certification has been changed, this includes including the reduction and expansion of the Certification Scopes.
- 1.2.12 The Client shall not imply that the certification applies to activities that are outside the scope of certification in any manner.
- 1.2.13 The Client shall not use its certification in such a manner that would bring the Certification Body and/or certification system into disrepute and or lose public trust.

1.3 Tasks of the Client – Multisite Certification

- 1.3.1 The Client shall be obliged to fulfil all the conditions for multisite certification if the multisite certification procedure for management systems is being applied, and to notify the Certification Body without any delay of or any failure to fulfil them therein. Specifically such conditions are:
 - 1.3.1.1 The products / services provided by all the sites have to be substantially of the same kind and have to be produced fundamentally according to the same methods and procedures;
 - 1.3.1.2 All sites shall be subject to the same management system. The Client's management system shall be centrally administered centrally under a centrally controlled plan which has been centralized and be subject to a central management review. All the relevant sites (including the central administration function) shall be subject to the Client's internal audit program and have been audited in accordance with that the program prior to the certification audit, and
 - 1.3.1.3 The organisation shall demonstrate that the central office has established a management system in accordance with the standard and that the whole organisation meets has to meet the requirements of the standard, including consideration of relevant regulations.

2 Conditions for use of the Registration Mark, Accreditation Mark and the Certificate

2.1 Scope of the Right of Use

- 2.1.1 TUV NORD (M) Sdn Bhd is the holder of the trade mark "TUV NORD" (hereinafter called "TÜV NORD Mark"). On issue of the certificate, the Certification Body shall grant the Client express permission in writing to use the TÜV NORD mark.
- 2.1.2 Permission to use the TUV NORD mark shall apply exclusively for the certified facility of the Client's company. The use of the mark for any other facility of the Client is not allowed.
- 2.1.3 The TÜV NORD mark may only be used in the form shown in Specimen Mark and Rules of Use. The mark must be clearly legible and visible. The Client shall not be entitled to make any changes to the certificate. The certificate may not be used in a misleading way in advertising.

- 2.1.4 The TUV NORD mark may only be used by the Client and in direct conjunction with the Client's company's name or company mark. It may not be affixed to client's products or be used in relation to any of Client's products and/or processes. The Use of the mark/certificate shall be restricted to the Client and may not be transferred to third parties or successors by the Client without the express permission of the Certification Body. If such transfer is desired, a corresponding application shall be submitted. Where relevant if necessary, a fresh audit shall be conducted.
- 2.1.5 The accreditation mark shall only be used together with the TUV NORD mark.
- 2.1.6 Should there be any actions be taken against the Certification Body according to the principles of product liability because of contractually due to the wrongful use of the TÜV NORD mark/certificate by the Client, the Client shall be obliged to indemnify the Certification Body for any claims by third parties. The same shall apply in cases where action is taken against the Certification Body by third parties on account of advertising claims by the Client.
- 2.1.7 The Client shall ensure that the TUV NORD mark/certificate is only to be used in competition in such a way that any claim made for the Client's facility is in accordance with the certification. The Client shall also ensure that in a competitive context the impression is not given that the certification by the Certification Body represents an official inspection.
- 2.1.8 The Client acquires the non-transferable and non-exclusive right to use the TUV NORD mark in accordance with the conditions laid down above.
- 2.1.9 The marks are not permitted to be applied to laboratory test, calibration or inspection report, as such reports are deemed to be products in this context

3 Termination of the Right of Use

3.1 General

- 3.1.1 The Client's entitlement to use the TUV NORD mark / Accreditation mark and the certificate shall end with immediate effect without the need for notice of termination if:
- 3.1.1.1. the Client fails to notify the Certification Body without delay of any changes within stipulated time in the circumstances of his facility which are of major importance for the certification or of any impending changes,
 - 3.1.1.2. wrongfully using use is made of the certificate or the Mark(s),
 - 3.1.1.3. the result of the surveillance audits indicates that the maintenance of the certificate is no longer justified,
 - 3.1.1.4. bankruptcy proceedings are instituted against the Client's assets or an application of bankruptcy proceedings made against him for disapproving that he owns any assets is rejected owing to lack of assets,
 - 3.1.1.5. surveillance audits are not possible for reasons attributable to the Client,
 - 3.1.1.6. the certification or maintenance of the certificate is prohibited under administrative law or by court order.

3.2 Suspension and Withdrawal of Certification

- 3.2.1 The Certification Body shall, if reasons itemized under 3.1 arise, be entitled to either suspend the certificate for a limited period of time, or to withdraw the certificate and declare it invalid. TÜV NORD may publish notification of the suspension in its list of certified clients.
- 3.2.2 Starting from the date of the completion of the previous certification or repeat audit (last audit day), the interval between two surveillance audits must not exceed one year, with a tolerance period of -3/+0 months. Any further delays required approval by the certification body or will result in certificate suspension the suspension of the certificate.
- 3.2.3 The Certification Body will inform the Client in writing about the reasons for suspension or withdrawal. In case of suspension, the Client will be given a period of time to give reasons as to why in which the reasons for the suspension can to be removed. If necessary, TÜV NORD will conduct a special audit to verify that the suspension can be removed.

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3.2.4 If the certificates are being misused or a the suspension is not removed within the specified time, the Certification Body shall withdraw the certificates and declare the certification invalid. The registration entry will consequently be removed from the TÜV NORD's list of certified clients.

3.3 Return of Certificates

3.3.1 On Upon the termination of the certification, Client shall be obliged to return the certificates to the Certification Body.

3.3.2 The Client can verify the certificate status by writing in to malaysia@tuv-nord.com or contact TUV NORD directly.

4 Reduction and Expansion of Certification Scopes

4.1 If the scope of the existing certificate is to be expanded, this can be done by means of an Extension Audit. The Extension Audit can be performed in the course of a Surveillance Audit, Recertification Audit or on a separate occasion. This shall not affect the term of validity of a certificate. Reasons for any exceptions must be stipulated in writing.

4.2 If the scope of the existing certificate is to be reduced, this can be done by means of notification without any extra audit. The verification of the change can be performed in the course of a Surveillance Audit, Recertification Audit or on a separate occasion. This shall not affect the term of validity of a certificate. Reasons for any exceptions must be stipulated in writing.