General Conditions for the Certification of Management Systems

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

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1. OBLIGATIONS OF THE CERTIFICATION BODY AND THE CLIENT

1.1. Obligations of the certification body

- The TÜV NORD CERT Certification Body (hereinafter referred to as “certification 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. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the certification 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 certification body shall operate management system certification, surveillance and recertification based on the requirements defined in the quality management system of TÜV NORD CERT. The requirements of the standard or quality standard referred to in the offer, and those of the national legislation on which the accreditation / designation of the certification body / notified body is based, form the basis of the certification. The certification body shall issue a certificate and (depending on the standard) if applicable a test mark (see section 2) if the result is positive.
- The certification body shall keep and publish a list of the certified organizations, also stating the scope of the certification on request.
- Complaints of third parties regarding management systems of clients who have been certified by the certification body shall be recorded in writing, checked and then dealt with.
- The certification body shall record complaints and claims of the client with regard to the certification procedure in writing, check the facts of the case and investigate the complaints/claims. If no agreement is reached between the client and the certification body, the complaints/claims procedure available on the website of TÜV NORD CERT (www.tuev-nord-cert.com) shall apply.

1.2. Obligations of the client

- At least four weeks before performance of the on-site audit (certification, surveillance or recertification audit) the client shall provide the necessary documents to the audit team leader.
- The client shall provide objective evidence to the audit team for initial and recertification audits or extension audits as follows:
  - entry in professional or commercial register (or comparable evidence), if applicable,
  - organization chart/documentation of organizational structure,
  - company policy regarding the audited management system(s),
  - overview of management system documentation (e.g. table of contents or description of the structure of the management system documentation),
  - result of the management review (e.g. cover sheet or table of contents with date and signature(s)),
  - annual internal audit programme and evidence of internal audits performed (e.g. cover sheet of audit report(s) with date and signature(s)),

  - standard-specific documentation, if applicable (ISO 14001: entry in the environmental permit register; ISO 27001: applicability statement; ISO 45001: accident statistics; ISO 50001: table of contents of the energy report etc.).
- The client shall provide objective evidence to the audit team for surveillance at least as follows:
  - overview of management system documentation (e.g. table of contents or description of the structure of the management system documentation),
  - result of the management review (e.g. cover sheet or table of contents with date and signature(s)),
  - annual internal audit programme and evidence of internal audits performed (e.g. cover sheet of audit report(s) with date and signature(s)).
- The client shall perform a complete internal audit before the certification audit, covering all the management system requirements of the relevant standard and the processes and sites relevant for the scope of the certificate. A management review shall also be also carried out.
- The client shall create a “risk-based” internal audit programme for the 3-year certification cycle which covers all the management system requirements, taking the size of the organization, the scope and the complexity of the management system, the products and processes and the relevant sites into consideration. The audit programme shall be evaluated at least annually with regard to its suitability and effectiveness.
- In the case of multisite certifications, all the sites included in the certification shall be covered by the internal audit programme of the organization. Each site shall be audited at least once within the 3-year certification cycle. The headquarters (central office) shall be audited each year.
- The client shall perform annual management reviews within the 3-year certification cycle.
- The client shall allow the audit team access to the relevant organisational units of the company and shall allow records that are relevant for the operation of the management system to be viewed.
- The client shall name a contact person from the company management who is responsible for the execution of the audit. This is in general the representative who has been appointed for the respective management system.
- The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or after extensions or additions to certificates. This applies, for example, to changes regarding the legal and organisational form of the company, the economic or ownership situation of the company, the organization and the management (such as changes to key members of staff in management positions, decision makers and specialist or high-level technical personnel etc.), changes to the contact address and the sites of the company and the scope of the certified management system, as well as significant changes to the management system and the processes.
- The client shall inform the certification body immediately of any serious incidents (e.g. recalls, accidents at work, hazardous incidents, process disturbances, compliance breaches) in written form. This obligation applies to incidents with and without the involvement of the competent regulatory authority.

- From its side, the certification body shall take corresponding steps to assess the situation and its impact on the certification and shall undertake corresponding actions.
- The client shall record all objections in relation to the management system and its effectiveness, along with corrective actions and their results, and shall communicate these in documented form to the auditor in the course of the audit.
- The client shall perform a root cause analysis for any nonconformity (NC) and shall define adequate corrective actions. The root cause analysis, corrective actions including an action plan and, if applicable, objective evidence of corrections or corrective actions performed shall be submitted electronically to the nominated lead auditor by the specified deadline (no later than six weeks after the last audit day). The lead auditor shall review these documents and inform the client regarding the result.
  - The client shall implement the corrective actions as defined in the approved action plan and shall review the effectiveness of implemented actions.
  - In the case of major nonconformities (NC A), the lead auditor shall verify the complete and effective implementation of the action plan by the specified deadline (no later than three months after the last audit day). Depending on the type and extent of the identified nonconformity, this verification can either be carried out in a follow-up audit on site or in a review of submitted documents (objective evidence), depending on the decision of the lead auditor.
  - In case of minor nonconformities (NC B), it can be agreed that verification of effective implementation of the action plan will take place in the next scheduled audit.
- In order to avoid situations of conflict between the certification body and a possible advisory or consultancy organization, the client shall inform the certification body of advisory or consultancy services that have been used in the area of management systems before or after conclusion of the contract. This also includes organizations that have carried out “in-house training” or internal management system audits.
- Within the framework of maintenance of the accreditation, notification, appointment, approval etc. the client hereby agrees that assessors from accreditation organizations may attend audits possibly taking place within his organization, e.g. for a witness audit (participation of the accreditation body in a (re)-certification/surveillance audit) and that the accreditation organization may have access to and view the files. If the client refuses the audit under the supervision of the accrediting organization without a valid reason in order to avoid sanctions, TÜV NORD Bulgaria EOOD withdraws the existing accredited certificate.
- The client has the right to decline auditors nominated by the certification body. Reasons for rejection may arise in particular due to a possible threat to impartiality. If no agreement can be reached following 3 proposals, the contract may be dissolved by the certification body with immediate effect.
- The client shall fulfil all the requirements regarding certification of a multi-site organization when applying the multi-site procedure and shall report any non-fulfilment to the certification body immediately. The requirements are as follows:
  - establishment and maintenance of a management system that applies uniformly to all sites/production facilities/branches,
  - monitoring of the entire management system by the head office. The head office is authorized to issue instructions to all sites/production facilities/branches,

- determination that certain organizational units work centrally for all organizational units, e.g. product and procedure development, procurement, human resources,
- performance of internal audits before the certification audit in all sites/production facilities/ branches,
- conclusion of a contract between the client and the certification body that is legally enforceable at all locations/production sites/branches,
- evidence of a top management and legal or contractual ties between all sites and the head office in the case of corporate groups with independent legal entities.

- It can be necessary to perform additional short-notice or unannounced audits, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended certificates. In such cases the certification body specifies the conditions under which these short-notice audit visits are to take place. It is not possible to object to members of the audit team for short-notice audits. Costs resulting from the additional audit will be charged to the client.

1.3. Changing the certification body during the validity of the certificate (transfer of accredited certifications)

- In case of transfer of certification, the client shall make available to TÜV NORD CERT as the accepting certification body all the required documents (certificate(s) of the previous certification body, audit reports of the initial certification or of the last recertification and of the last surveillance audits; status of any open nonconformities). TÜV NORD CERT shall not carry out the transfer of certification until the review of the transfer of certification, the Pre-Transfer Review, has been positively completed. The transfer of a certification is only possible if the certificate of the client is valid for at least another 3 months. As soon as TÜV NORD CERT has issued the transferred certificate, TÜV NORD CERT shall inform the issuing certification body of the transfer of the certification.

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

1.4.1. Arrangements to be undertaken by the client

- At the due time before performance of the audit, 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. 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 certification body only perform work when accompanied by an employee of the client.
- The client shall provide the employees of the certification 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 certification body (e.g. helmet, safety boots or shoes, ear defenders, safety spectacles/goggles).

1.4.2. Certification Body

- The employees of the certification 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.

1.5. Additional requirements for certification of energy management systems according to DIN EN ISO 50001

1.5.1. Evidence of continual energy performance improvement

- In order to achieve issue of the initial certificate, evidence of improvement of energy performance shall be provided in advance by the client organization.
- In order to maintain the certificate, the organization shall provide evidence of continual improvement of the energy performance at each recertification audit (every 3 years).

1.5.2. Energy audits acc. to DIN EN 16247-1 (or ISO 50002 respectively)

- If the certification body conducts an energy audit according to DIN EN 16247-1 (or ISO 50002) in one organization or company it cannot conduct certification audits according to (DIN EN) ISO 50001 and (DIN EN) ISO 14001 in the same organization or company. “Company” in this context means the smallest legal entity (generally limited company (German equivalent GmbH, GmbH & Co. KG, etc.), i.e. other companies within a group of companies are not subject to this rule. The rule also does not apply if the name of an organization or company is changed.

2. VALIDITY AND RIGHTS OF USE OF THE TEST MARK AND THE CERTIFICATE

The following rules apply equally to certificate and test mark. In some cases test marks are not issued, then the following rules only apply to certificates.

- The validity of the certificate begins with the date when the certificate is issued and ends as stated on the certificate. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit. The certificate extension VDA 6.X is only valid in conjunction with the valid issued certificate according to ISO 9001. The same prerequisites apply for the use of the test mark.
- The scope of the certification is listed in the German or English language on the certificate. 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 certificate is binding.
- The test mark to be used in the individual case depends on the certificate that is issued.
- Approval for use of the test mark only applies for the area of the client's organization that has been certified. Use of the test mark for activities which lie outside the scope of the certification is not permitted.
- The test mark may only be used in the form that is provided by the certification body. The mark shall be easy to read and clearly visible. The client is not authorised to make changes to the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.
- The test mark 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 test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.
- The client shall ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client which corresponds to the certification is made.
- The client also has to ensure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.
- If, according to the principles of product liability, a claim is made against the certification body based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the client shall hold the certification body harmless and release the certification body from all claims of

third parties. The same applies for all cases in which a claim is made against the certification 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 test mark and the certificate in accordance with the conditions stated above. If the certificate is suspended or withdrawn, neither the certificate nor the test mark may be used from the date of suspension or withdrawal (irrespective of the term of the contract).
- Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application shall be submitted. A new audit shall be performed if necessary.
- To ensure gap-free recertification, the recertification audit should be carried out 3 months before the expiration date of the current certificate.
- In the case of multisite certifications, the main certificate shall state the clear and unambiguous overall scope of the certification with regard to activities, products and services of all sites and all locations. Typically, the sites are listed in an annex to the certificate. The scope of a sub-certificate shall indicate the clear and unambiguous scope of the certification with regard to activities, products and services at the respective site. It is not permissible for the scope in the sub-certificate to deviate from the scope of the main certificate. The sub-certificate can as a maximum only have the same scope as the main certificate or it can have a limited, but not different, scope compared with the main certificate.
- Corporate structures with independent legal entities: if sites of a permissible matrix certification are operated at other organizations, the certification documents shall indicate that such organizations only serve as an address. On the sub-certificates, the name of the client is taken from the main certificate; the name and address of the respective site are also stated. A sub-certificate can be issued for each site. These sub-certificates shall contain a clear reference to the main certificate. The sub-certificates have the same term of validity as the main certificate.

3. ENDING OF RIGHTS OF USE

The following rules apply equally to certificate and test mark. In some cases test marks are not issued, then the rules only apply to certificates.

3.1. End of the right to use the certificate and test mark

The right of the client to use the test mark and to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body,
- the test mark and/or the certificate are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance audits no longer justify maintenance of the certificate,
- 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,

- surveillance audits cannot be performed within the specified periods for reasons which fall within the sphere of responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

3.2. Certification Body

The certification body is entitled to suspend or terminate a certificate, and thereby the entitlement to use the test mark, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.
The certification body reserves the right to make final decisions in relation to the certification with regard to issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.
The certification body has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate 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 certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.

3.3. Client

Upon termination of the right of use, the client shall immediately collect and destroy all certificates (originals, copies, pdf documents) and cease advertising with the certificates. The same applies to use of the mark of conformity.

3.4. Mutual right to terminate the contract with immediate effect

In addition, the certification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the certificate and test mark is prohibited to the client in a manner which is legally binding.

4. SCOPE OF APPLICATION

The General Conditions for the Certification of Management Systems apply to the certification of management systems meeting the requirements of ISO/IEC 17021-1.