

# TÜV NORD INTEGRA General Terms and Conditions



## Article 1 – Definitions

For the application of our agreements and these General Terms and Conditions, the definitions below shall apply:

- Customer: the person or organisation that engages TÜV NORD INTEGRA for the purposes of certifying its product and/or system;
- Accreditation standards: the standards for which TÜV NORD INTEGRA is accredited, in particular the accreditation standards known under references ISO/IEC 17021, ISO/IEC 17065, ISO/IEC 17020.
- Audit: the procedure whereby products or quality systems are investigated in order to establish whether they fulfil certain standards.
- Certificate: the document issued by TÜV NORD INTEGRA which confirms that the product or management system ("scope") of the Customer, as identified in the Certificate, complies with the standards established in the Regulations that apply to the product/system.
- Certification: the provision of a Certificate by TÜV NORD INTEGRA
- Certification procedure: all of the components that are involved in Certifying a Product/System
- Certification schedule: the specifications set by the Certification manager, including any exceptional regulations or requirements as issued by the manager of the Certification scheme, and with which the Product/System must comply in order to be certified.
- Confidential information: all data and information that the Customer provides to TÜV NORD INTEGRA within the context of the Certification procedure, with the exception of anything that has already entered the public domain.
- Regulations: all of the legal, regulatory or conventional regulations that govern the control and certification of a Product/System, with no exceptions, also including those within the applicable Certification schemes, which may include additional requirements set by the Certification scheme manager(s) and, when applicable, the Accreditation norms.
- Product: goods, services and processes, object of (product) certification.
- System: management systems, object of (system) certification.
- TÜV NORD INTEGRA Quality System: the inspection and certification system developed by TÜV NORD INTEGRA which guarantees the impartiality and expertise of the service providers and the confidential treatment of Confidential Information.

## Article 2 – General provisions

- 2.1. These General Terms and Conditions apply to every quote, offer and certification agreement between TÜV NORD INTEGRA and the Customer, insofar as the parties have not stated otherwise in writing.
- 2.2. TÜV NORD INTEGRA retains the right to unilaterally amend these General Terms and Conditions and to do so in line with amendments in its processing policies and economic and legal necessity. The new General Terms and Conditions enter into force as and when the Customer is notified.
- 2.3. By placing an order or signing a certification agreement, the Customer confirms to have familiarised himself with these General Terms and Conditions and accepted them as contract conditions with respect to his order.
- 2.4. All contradictory conditions, set by the Customer, no matter how they are formulated, shall not apply to TÜV NORD INTEGRA unless TÜV NORD INTEGRA has accepted these in writing.
- 2.5. Unless expressly stated otherwise, all our offers are valid for one month starting from the date of sending. If the offer is accepted, the agreement shall enter into force (where applicable retroactively) from the mentioned starting date, unless expressly stated otherwise by TÜV NORD INTEGRA.
- 2.6. If, at any time, the parties are bound by separate agreements that are not compatible with each other, the more recent agreement takes precedence over the earlier agreement.

## Article 3 - TÜV NORD INTEGRA Services

- 3.1. Once a certification agreement has been signed, TÜV NORD INTEGRA shall check the Customer with respect to compliance with the Regulations that apply to the Customer on the date of the audit, pursuant to the Certification set forth within the certification agreement. The Customer shall commit to complying with all of the regulations that apply to him for the full duration of the certification agreement. TÜV NORD INTEGRA shall undertake to conduct the audit in line with the Regulations and the TÜV NORD INTEGRA Quality System.
- 3.2. The audit must permit the Customer to obtain/retain certification for the Products/Systems as outlined in the certification agreement.
- 3.3. The Customer is cognisant of, and accepts, the fact that once an INTEGRA certificate has been issued, the Company will be entered into a list of certified companies made available by INTEGRA to third parties, with possible identification of the kinds of certified products and types of activity.

## Article 4 – Certification procedure

- 4.1. The Customer undertakes to, prior to finalising a certification agreement (or in connection with an ongoing certification agreement), notify TÜV NORD INTEGRA in writing of all information (including technical, organisational, legal, risk and quality-related aspects) that could be useful or necessary in order to obtain an accurate and complete overview of the Customer and the Product/System for which the Customer will request (or has requested) certification in the certification agreement. The Customer is exclusively responsible for the completeness and accuracy of the information provided. The Customer is aware that the withholding of relevant information or the provision of inaccurate or incomplete information can lead to the termination of the certification agreement, the halting of the certification procedure, or the suspension or withdrawal of the certificate issued.
- 4.2. By signing the certification agreement, the Customer accepts his candidature for certification by TÜV NORD INTEGRA, and commits to participating in all of the inspections conducted by TÜV NORD INTEGRA (whether announced in advance or not). The Customer shall cooperate in full with the preparation, execution and follow-up for the inspections, shall provide all requested data upon first request by TÜV NORD INTEGRA and shall provide access to the company locations, products, documents, archives, processes, employees and so on that are relevant for the performance of the inspections and the associated service. Before the start of the inspection work, the client shall provide the inspectors with a copy of the safety and hygiene regulations that are applicable within the company. The client shall ensure that all facilities are present to guarantee a correct and complete inspection, that the working conditions in which the inspection takes place meet all safety and hygiene requirements and that the premises, installations and goods are safely and freely accessible / reachable for the inspector. The Customer shall grant TÜV NORD INTEGRA permission to take unlimited samples and shall provide the necessary meeting room at first request of TÜV NORD INTEGRA. If asked, he shall appoint a spokesperson who is authorised to communicate with TÜV NORD INTEGRA and provide the requested information.
- 4.3. The Customer acknowledges and accepts that the inspections conducted by TÜV NORD INTEGRA may include the presence of representatives from the competent body, the accreditation organisation, the Certification scheme managers and the auditors appointed by TÜV NORD INTEGRA. The Customer also accepts that the organisations concerned may also arrange inspections for the purposes of assuring the quality of the Certificates.
- 4.4. For the duration of the certification agreement, the Customer shall comply with all other conditions imposed by the Regulations and by the certification agreement.
- 4.5. TÜV NORD INTEGRA shall conduct the inspections in an objective and impartial manner. The Customer undertakes to inform TÜV NORD INTEGRA, in writing, of any semblance of subjectivity on the part of any TÜV NORD INTEGRA inspector in the course of the inspection or, at the latest, within 24 hours after having observed such partiality. In the absence of any such notification, the inspection shall be deemed to have been conducted objectively and impartially.
- 4.6. TÜV NORD INTEGRA inspects, takes and tests samples and certifies using its own appointees, or via independent employees or subcontractors under its supervision, pursuant to the requirements set forth in the Regulations and in line with the TÜV NORD INTEGRA Quality System. All (audit) reports or records remain the property of TÜV NORD INTEGRA, regardless of the author, the timing and the format in which they are delivered. They may only be copied or reproduced by the Customer as and when necessary for activities, in an unaltered format and stating 'copy of the original'. The annexes to a report or record are only valid in combination with the report or record itself.
- 4.7. If TÜV NORD INTEGRA decides that the Product/System that is set forth in the certification agreement fulfils the definitions as set by the Regulations, the Certificate shall be issued for all identified and evaluated sites and items (scope of the Certificate). The relevant Certificate and its annexes remains the property of TÜV NORD INTEGRA, irrespective of the form in which it is issued, and may only be copied or reproduced by the Customer as and when necessary for activities, in an unaltered form and stating 'copy of the original'. The Annexes to the Certificate are only valid in combination with the certificate itself.
- 4.8. TÜV NORD INTEGRA retains the right at all times to refuse an inspection or certification request if it can provide well founded reasons for doing so.
- 4.9. Certification agreements may be terminated by TÜV NORD INTEGRA at any time, unilaterally, with immediate effect and without reimbursement being due, if there are well founded reasons for doing so. Such reasons could include: the withholding of information by the customer or the provision of incorrect or incomplete information such as that referred to under Article 4.1 above, a breach by the Customer of a valid norm, the misuse by the customer or by third parties of issued certificates, sanctions being imposed on the Customer by governments or other certification bodies, the refusal of permission to carry out (or a failure to lend assistance to) inspections, the non-payment of fees owed to TÜV NORD INTEGRA, and more generally: any breach, by the Customer, of the certification agreement and/or any activity by the Customer that fundamentally impacts upon the trust in the Customer. The certification agreement can furthermore be terminated by TÜV NORD INTEGRA at any time, in the event that material circumstances occur, which make it impossible for TÜV NORD INTEGRA to continue performing the agreement. Such circumstances may include the expiry, termination or suspension of the TÜV NORD INTEGRA accreditation.

## Article 5 – Introducing/keeping products on the market

- 5.1. Certified Products or products that relate to a System certified by TÜV NORD INTEGRA, shall only be brought to/kept on the market under reference to an issued Certificate if they comply with the Regulations and insofar as the activities relate to a valid TÜV NORD INTEGRA certificate. The Customer shall maintain a detailed register of all complaints received with respect to the products, as well as of the actions it has undertaken in order to rectify the complaints. The Company shall make this register available for scrutiny by TÜV NORD INTEGRA at the latter's first simple request. TÜV NORD INTEGRA shall be entitled to make a copy of this register at any time.
- 5.2. The Customer shall only use the logos of the certification scheme according to instructions from the certification scheme owners. The Customer is forbidden from using the TÜV NORD INTEGRA logo.
- 5.3. During the validity period of the Certificate, the Customer shall take every measure that is necessary to continue to fulfil all of the Regulation requirements. As soon as the Customer is aware that a Product or System that relates to a valid Certificate does not (or no longer) correspond to the Regulations, he must take the necessary measures to isolate the Product/System and then halt any reference to the Certificate, including any on packaging or any other Product or System related data carrier, such as publicity or other announcements.
- 5.4. The Customer shall abide by all of the information and notification obligations imposed on him, including those vis-à-vis the government, TÜV NORD INTEGRA and the owner of the Certification scheme.

- 5.5. The Customer undertakes to not use the Certificate (or allowing it to be used) contrary to the Regulations and/or in a manner that could damage the interests or reputation of TÜV NORD INTEGRA and/or the owner of the Certification scheme. The Customer indemnifies TÜV NORD INTEGRA and/or the owner of the Certification scheme against all detrimental consequences, including those arising as a result of product liability.
- 5.6. A Certificate may not be transferred, unless explicit and written approval has been granted by TÜV NORD INTEGRA in advance.

#### **Article 6 – Changes to the customer's organisation or the Regulations**

- 6.1. All changes in the Customer's organisation, which could lead to the Customer no longer fulfilling the conditions for the Certificate, shall be passed onto TÜV NORD INTEGRA immediately in writing, on pain of suspension or withdrawal of the Certificate. This concerns, among other things, modifications to the customer's legal, commercial and organisational circumstances, the name, the company controls, the organisation, the Customer's board or management, the Customer's contact addresses and locations, the scope of the activities under the certified system, the management system and the management procedures, closing or opening a product site, changes to the certified Products/Systems and so on.
- 6.2. TÜV NORD INTEGRA shall inform the Customer immediately if there is a change with respect to the applicable Regulations which could impact upon Certification. TÜV NORD INTEGRA will check to ensure the certified Product/System fulfils the new Regulations.
- 6.3. TÜV NORD INTEGRA shall determine, on the basis of the information gathered, which steps are necessary in order for Certification to be retained, limited, expanded or updated after the relevant changes to the Customer's organisation or the Regulations on the basis of the requirements set forth in the Regulations.
- 6.4. If the scope of the Certification changes, the Customer must amend his publicity materials to reflect this.

#### **Article 7 – Suspension or withdrawal of the Certificate**

- 7.1. TÜV NORD INTEGRA can suspend a Certificate at any time and with immediate effect in one of the situations set out below:
- i) upon express request from the Customer;
  - ii) if the Customer breaches the Regulations, the certification agreement or the definitions set forth in the present General Terms and Conditions.
  - iii) if and as long as the Customer does not pay for the services of TÜV NORD INTEGRA.
- 7.2. TÜV NORD INTEGRA can withdraw a Certificate at any time and with immediate effect in one of the situations set out below:
- i) If the Customer fails to take the necessary measures within the term set by TÜV NORD INTEGRA to rectify the situation that led to the suspension of the Certificate.
  - ii) If a certified Product is no longer marketed.
- 7.3. A decision to suspend or withdraw a Certificate will be communicated with the Customer in writing. In the event of suspension, the Customer will be notified of the situation that has led to the suspension and the period within which this situation must be rectified.
- 7.4. In the event of suspension or withdrawal, the Customer shall cease to use the Certificate and any reference thereto immediately, without any right to reimbursement of the costs of certification. The decision to suspend or withdraw will be publicised by TÜV NORD INTEGRA and TÜV NORD INTEGRA will notify the competent accreditation bodies, the manager of the Certification scheme and the competent authorities.
- 7.5. TÜV NORD INTEGRA can at any time, whether in an official capacity or in response to a complaint, for the duration of the certification agreement and pursuant to the requirements set forth in the Regulations, check to ensure that a Product/System for which a Certificate has been issued still complies with the Regulations and the conditions of Certification. The Customer acknowledges that agreed inspection frequencies can be supplemented, at any time and without giving reasons, by supervisory activities and inspections carried out unannounced or at short notice. The costs for all interim inspections and supervisory activities will be borne by the Customer.

#### **Article 8 – Expiry of the Certificate**

- 8.1. A Certificate legally expires on the date stated on the Certificate itself, or upon death or bankruptcy of the Customer.

#### **Article 9 – Appeals and complaints**

- 9.1. Appeal – The Customer may lodge an appeal against certification decisions that are made by TÜV NORD INTEGRA. This must take place via registered letter and within 7 days of the Customer being notified of the certification decision. This appeal procedure shall not entail the suspension of the contested decision. TÜV NORD INTEGRA's appeal committee shall send the customer a notice of receipt with mention of the date on which a hearing can be scheduled for the customer. The appeal committee is made up of experts that are completely independent of the employees that have taken the certification decision and conducted the audit. After an investigation of the Customer's defence, TÜV NORD INTEGRA's appeal committee will decide whether the certification decision will be withdrawn, changed or confirmed. The appeal committee may consult all of the persons and conduct all of the investigations they deem to be necessary. The appeal committee shall deal with the appeal and pronounce its decision within 20 days of the notice of receipt. If the Regulation permits, after this appeal procedure, the Client may appeal against TÜV NORD INTEGRA's decision to the competent authority (government, Certification scheme manager).
- 9.2. Complaint – All interested parties can submit a complaint against any of TÜV NORD INTEGRA's activities pertaining to a certification agreement (audit, inspection, certification...). The complaint will be processed in line with the TÜV NORD INTEGRA complaints procedure applicable at that time, as defined on the TÜV NORD INTEGRA website ([www.tuv-nord.com/be](http://www.tuv-nord.com/be)).

#### **Article 10 – Information processing**

- 10.1. Unless explicitly agreed otherwise, TÜV NORD INTEGRA shall treat all of the Confidential Information gathered by appointees, employees or subcontractors in the utmost confidence, both during and after the duration of the certification agreement and only use this for the purposes for which it had been collected. The Customer acknowledges that Confidential Information can be made available to certification scheme owners, accreditation bureaux or the TÜV NORD INTEGRA appeal committees or any third parties provided for in law or in the Regulations. Unless the law or the Regulations specify otherwise, the Customer shall be informed by TÜV NORD INTEGRA, within a reasonable period, of the fact that information has been made available, of the identity of the receiving third parties and will be given a description of the information transferred.
- 10.2. TÜV NORD INTEGRA is permitted to inform third parties of the certification status. It can also notify certification owners of its decisions to recognise, refuse, suspend or withdraw at any time.

#### **Article 11 - Payment of fees**

- 11.1. The Customer shall make the payments set forth in the certification agreement to TÜV NORD INTEGRA in good time; in the event of a failure to pay, TÜV NORD INTEGRA retains the right, irrespective of the other options open to it, to suspend all further activities.
- 11.2. Unless explicitly agreed otherwise, TÜV NORD INTEGRA retains the right amend the payments in the certification agreement:
- i) if there are changes to the certification conditions for the relevant certification schemes, which cannot be influenced by TÜV NORD INTEGRA and which increase the cost of certification activities by at least 10% (e.g. longer audits, higher audit frequency, increase in fees to owners of certification schemes,...);
  - ii) in the event of activities or costs that were not foreseen when finalising the agreement, such as exceptionally long or complex inspection activities, supplementary inspections that are necessary, etc.
  - iii) in the event of costs being incurred for translation.

#### **Article 12 - Invoicing**

- 12.1. The fees owed to TÜV NORD INTEGRA as a result of this certification agreement can be invoiced to the Customer in a digital format. The invoices, unless explicitly agreed otherwise, will be payable to the registered offices of TÜV NORD INTEGRA and thirty days after the date of issue. In the event of late payment, interest of 1 percent shall be applied, legally and without notice of default being required, per commenced month, plus a damages fee of 10 percent of the outstanding amount, with a minimum of 50 EUR per outstanding invoice.
- 12.2. In the event of late payment, TÜV NORD INTEGRA may halt all activities relating to the certification agreement, terminate the agreement and suspend the certificates issued and, if necessary, withdraw them.

#### **Article 13 – Liability**

- 13.1. The financial consequences resulting from shortcomings attributable to TÜV NORD INTEGRA BVBA during the performance of its certification tasks shall, unless in cases of wilful deception or fraud on its part, be limited to amounts of maximum EUR 2,500,000, and this to the exclusion of indemnification in compensation of the following instances: consequential loss and damage such as loss of profit, and loss and damage suffered through down-time in the Customer's production activities.
- 13.2. Unless the damage was caused by an intentional fault or fraud, the customer cannot invoke the rules of non-contractual liability for compensation of damage resulting from the non-performance of a contractual obligation by TÜV NORD INTEGRA.

#### **Article 14 – Premature termination of certification agreement**

- 14.1. If the Customer terminates the certification agreement prematurely, for whatever reason, he shall still owe TÜV NORD INTEGRA for all of the work completed, plus a payment for the lost income, which shall be estimated at a fixed fee of 50 (fifty) percent of the fee that would have been due had the cancelled activities been completed.
- 14.2. Fees for audits that are planned for less than 7 calendar days after the date of termination will be paid in full.

#### **Article 15 – Competent court and applicable law**

- 15.1. The present agreement shall be governed by Belgian law.
- 15.2. Unless TÜV NORD INTEGRA puts a dispute before the courts at the location of the Customer's registered office or residence, all disputes regarding interpretation and execution of this agreement shall be presented to courts in the vicinity of the registered office of TÜV NORD INTEGRA.