

# General Conditions for the Certification of Management Systems

## 1. Tasks of the certification body and the customer

### 1.1 Tasks of the certification body

- The certification body undertakes to treat all the information regarding the customer's company to which it has been granted access confidentially and only to make use of the information for the agreed purpose. Documents to which access is granted or which are transferred to the certification body shall not be handed on to third parties. Provision of documents for accreditation bodies within the framework of monitoring 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. The customer can release the certification body from this duty of silence and confidentiality in certain circumstances.
- The certification body implements certification and surveillance according to the rules of TÜV NORD CERT. The requirements of the standard or the quality standard named in the offer form the basis for the certification.
- The certification body informs certificate owners of changes in the certification process which affect certificate owners directly.
- The certification body keeps and publishes a list of the certified companies, also stating the scope of the certification.
- Complaints of third parties regarding management systems of customers who have been certified by a certification body of TÜV NORD CERT are recorded in writing, checked and then dealt with.
- The certification body records complaints and objections of the customer with regard to the certification procedure in writing, checks the facts of the case and investigates the complaints / objections. If no agreement is reached between the customer and the certification body, the following actions are taken:
  - In the case of certification procedures within the TÜV CERT system, a decision of the arbitration body is sought in accordance with § 13 of the Articles of Association of TÜV Zertifizierungsgemeinschaft e.V. (TÜV CERT)

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- In the case of certification procedures within the TÜV NORD CERT System, the complaints / objection procedure published on the Internet of TÜV NORD CERT ([www.tuev-nord-cert.de](http://www.tuev-nord-cert.de)) is used.

## 1.2 Tasks of the customer

- In so far as the accreditation rules provide for a Stage 1 Audit, at the time of the agreed Stage 1 audit, the customer provides all documents which are relevant to the management system in their current form (Manual, Procedures, process descriptions, other relevant documents, records regarding internal audits and management reviews which have been performed). The Stage 1 Audit takes place at the customer's premises. In the case of all other procedures, the relevant documents must be provided in good time prior to the audit (2 weeks).
- The customer performs a complete internal audit before the certification audit and also before the annual surveillance audits (all elements of the relevant standard and all company locations/production sites and, if appropriate, development sites which are relevant for the scope of the certificate must be audited), and also performs an assessment of the management system.
- During the audit, the customer allows the auditor team to view the records relevant to the scope of the audit, and allows the team access to the organisation units of the company which are affected.
- He names a contact person from the company management who is responsible for the execution of the audit. This is general the representative who has been appointed for the respective management system.
- The customer is obliged to inform the certification body of all important changes which occur after issue of certificates or extensions or additions to certificates (this affects for example changes in relation to the legal and organisational form of the company, the economic or ownership situation regarding 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 locations, the scope of the certified management system as well as important changes to the management system and the processes).

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- The customer has the obligation to record all objections in relation to the management system and its effectiveness, along with corrective actions and their results, and to document these to the auditor in the audit.
- In order to avoid situations of conflict between the certification body and an advisory or consultancy company, the customer shall inform the certification body of consultancy or advisory services in the area of management systems which were used before or after signing of the contract. This duty to inform also includes organisations which have performed "in-house training" or internal audits of the management system.
- Within the framework of maintenance of accreditation, the customer states that he will permit a possible so-called Witness Audit (participation of the accreditation body in a (re)certification/surveillance audit) to be performed in his company and that he will allow the accreditation body to inspect the files.
- The customer has the right to reject the auditors named by the certification body. If no agreement is reached after 3 proposals have been made, the contract is dissolved by mutual agreement.
- If the process of combined certification of management systems is used, the customer undertakes to fulfil all conditions relating to combined certification of management systems and to inform the certification body immediately in case of non-fulfilment.

In detail, these conditions are as follows:

- Specification, creation and maintenance of a management system which applies in a uniform manner for all branches/production sites. The important documented Procedures must also apply in a uniform manner.
- Surveillance of the entire management system under the central supervision of the management representative based at the central headquarters of the company. This management representative has the authority to issue binding instructions to all branches/production sites.
- Rules which lay down that certain areas of the company work in a centralised fashion for all areas, e.g. product and process development, procurement, human resources etc.
- Performance of internal audits at all production sites/branches of the company before the certification audit.

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- Signing of an agreement between customer and certification body which is legally enforceable at all branches/production sites of the company.

## 2. Validity and rights of use of the test mark and the certificate

- The validity of the certificate begins with the date when the certificate is issued. The term of the certificate depends on the particular standard on which the standard 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 German or in English language. A transfer in other languages is provided in good faith. In case of doubt or contradiction is only the German or the English version of the certificate mandatory.
- Approval for use of the test mark only applies for the area of the customer's company which has been certified. Use of the test mark for activities which lie outside the scope of the certificate is not permitted.
- The test mark may only be used in the form which is provided by TÜV NORD CERT. The mark must be easy to read and clearly visible. The customer is not authorised to change 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 customer and only in immediate association with the company name or the company logo of the customer. It may not be used on products or product packaging, as it could then 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.

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- The customer must 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 customer which corresponds to the certification is made. The customer also has to make sure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental inspection. .
- If a claim is made against the certification body according to the principles of product liability based on use of the test mark and/or certificate by the customer which infringes the conditions of the contract, the customer has the duty to hold the certification body harmless and to release the certification body with regard to 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 customer.
- The customer receives the non-transferable, non-exclusive right, limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above.
- Use of the test mark and the certificate is limited to the customer and may not be transferred to third parties or legal successors without the express permission of the certification body. If the customer wishes to transfer the right of use of the test mark and the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary.
- The test mark to be used in the individual case depends on the certificate which is issued.

### **3. Ending of rights of use**

- 3.1 The right of the customer 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
- the customer 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,

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- 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 customer or an application for opening of such proceedings directed against the customer is refused on the grounds that insufficient assets are available,
- surveillance audits cannot be performed within the specified periods or
- disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

In addition, TÜV NORD CERT and the customer have the right to terminate the contractual relationship with immediate effect, if use of the test mark is prohibited to the customer in a manner which is legally binding. The same applies for the certificate.

- 3.2 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 customer 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 customer.
- 3.3 The customer must return all certificates to the certification body when the rights of use are terminated or expire. The customer fulfils his obligations by sending all certificates to the certification body.
- 3.4 The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates.