

1 Area of application

These terms and conditions apply to all services provided by SystemCERT Zertifizierungsges.m.b.H., hereinafter referred to as SystemCERT, and the organization using these services of the certification body, hereinafter referred to as the client. The services include auditing, evaluation (assessment), and certification of management systems as well as other testing activities on the basis of normative standards and applicable regulations.

These general terms and conditions are an integral part of the contract between SystemCERT and the client.

Deviating conditions, such as general terms and conditions of business, purchase, or payment of the client, are only applicable if SystemCERT has expressly agreed to them.

2 Scope and execution of the contract

The subject of the contract between SystemCERT (contractor) and the organization to be certified or certified (client) is not a specific economic success, but the agreed assessment with the determination of whether the client fulfills the specified verification requirements in order to be issued a certificate according to the corresponding set of rules or to be allowed to continue using this certificate.

3 Commitments of the certification body

a) Secrecy, confidentiality, data protection between SystemCERT and client

SystemCERT commits itself to maintain silence about all facts that become known to it in connection with its activities for the client. This confidentiality applies to the client as well as to the client's business relations.

Only the client himself, but not his vicarious agent, can release SystemCERT from the obligation of secrecy. SystemCERT may hand over reports, expert opinions and other written statements about the results of its activities to third parties only with the consent of the client. This also applies to the time after termination of the contractual relationship. After expiry of the specified retention period of ten years, the documents collected and filed in the course of the provision of services shall be destroyed.

Excepted from the duty of confidentiality is the detailed reporting to the steering committee in cases of dispute. Furthermore, all relevant documents must be submitted to the impartiality committee within the scope of its activities.

The client agrees that information collected in the course of certification (quotations, audit plans, audit reports, ...) will be made available to the accreditation body upon its request and

that the latter may participate in on-site audits.

The client agrees that SystemCERT may send information material about services and products to his address. The ordering party can revoke this consent at any time.

The client agrees that SystemCERT maintains and makes available a publicly accessible directory of the certifications performed. In the directory, which is accessible via the SystemCERT website, the names of all valid certification bodies are listed.

Additional information is made available upon request. The data is updated on a monthly basis. The client agrees to the publication of this data on the SystemCERT website. Furthermore, the client agrees that a link to the website of the certified organization is established.

SystemCERT commits itself to inform the contractor in time about changes in requirements for his certification.

b) Liability

Within the scope of its service provision, SystemCERT is liable to the client for financial losses caused by it only in the case of intent and gross negligence. Liability for slight and/or simply grossly negligent conduct is expressly excluded. Furthermore, SystemCERT is only liable for financial losses up to € 900,000 in the case of gross negligence.

- a) Any liability on the part of SystemCERT is limited to typically foreseeable damages on the part of the client and is limited in amount to the contractually agreed upon remuneration paid to SystemCERT for the underlying services when due.
- b) SystemCERT is in no case liable for lost profit, consequential harm caused by a defect, indirect and incidental damages, as well as pure financial losses of any kind.
- c) Any claim for damages can only be asserted in court within six months after the claimant has become aware of the damage, at the latest, however, within three years after the event giving rise to the claim.
- d) The customer guarantees that the services of SystemCERT, as far as legally permissible and as far as nothing else is expressly agreed with SystemCERT in writing, will be used exclusively for the purposes of the customer and not for third parties. If, nevertheless, services of SystemCERT are passed on to third parties or used for third parties, a liability of SystemCERT towards the third party is not justified thereby.

4 Naming of Assessors/Auditors

The management of SystemCERT employs only those assessors/auditors who, due to their technical qualification and professional

experience, are competent to perform the commissioned services in accordance with the specified regulations. The client can reject the proposed assessors/auditors in justified cases.

5 Certification Procedure

The certification procedure is carried out according to the procedures (process descriptions) defined by SystemCERT and published on the website, which consider the specifications of ISO/IEC 17021 and ISO/IEC 17065 as well as the accreditation body.

When performing their activities in the course of certification, SystemCERT or the assessor/auditor shall ensure that the client's operations are disturbed as little as possible.

The exclusive right for certification decisions is reserved to the certification body.

6 Period of validity

The certificate is generally valid for three years. Regulations deviating from this are specified in the respective process descriptions.

7 Commitments of the client

a) Provision and inspection of documents, duty of disclosure

The client is responsible that SystemCERT is provided with all data, documents and other information required for the respective service provision by SystemCERT, even without SystemCERT's special request, and that SystemCERT is informed of all processes and circumstances that could be of importance for the performance of the agreed service.

During the certification process, access to the corresponding premises, facilities and performance sites is to be ensured.

The client shall ensure that the responsible employees are present in the company and prepared for the practical verification. The interviewed employees are obligated to openly and truthfully provide information about all company matters that are relevant for the evaluation of the management system.

b) Arrangements of dates and compliance

With the confirmation of the agreed date by SystemCERT, it becomes binding for both contracting parties. Cancellations and changes of dates must be made by the client in writing to SystemCERT and are only possible in agreement with SystemCERT. If, due to gross negligence on the part of the client, the certification process does not take place, the client will reimburse SystemCERT for the costs incurred.

c) Charges, timely settlement of invoices

The customer accepts the cost rates of SystemCERT in their currently valid version

and ensures that the invoice is settled in due time.

d) Assurance of independence

The client commits to refrain from anything that could jeopardize the independence of the assessor/auditor.

8 Rights and Obligations of the certified organization

The holder of a certificate from SystemCERT

- ◆ may use it without restriction for business purposes, in particular for advertising and confidence-building purposes vis-à-vis its business partners and the public;
- ◆ commits to inform SystemCERT immediately after issuance of the certificate about all changes in the company that have an influence on the maintenance of the certificate
- ◆ commits to systematically record complaints about the certificate raised by third parties and to disclose these records as well as the resulting and initiated improvement measures to the experts/auditors on the occasion of an audit by SystemCERT.
- ◆ commits, if the holder makes the certification documents available to others, to duplicate the documents in their entirety.
- ◆ commits to keep records of all complaints brought to the attention of the Certifying Body regarding compliance with the certification requirements and to make these records available to the Certifying Body on request and 1) to take appropriate action in respect of such complaints, as well as any defects discovered in the products which affect compliance with the requirements for certification 2) to document the action taken.
- ◆ commits to return the certificate in its original condition to SystemCERT after termination of certification or withdrawal of the certificate, or to demonstrably cancel the certificate (only after consultation with the certification body).

Restriction of the area of application or suspension or withdrawal of the certification:

The **restriction of the area of application** happens:

- ◆ by a written request of the certified organization to limit the scope of the certification.
- ◆ if in the course of an audit by SystemCERT it is determined that the scope of application documented by the organization does not correspond to the scope of application determined in the course of an audit by the assessor/auditor and documented in a deviation report.

Due to the restriction of the scope organization, SystemCERT will check whether a reissue of the certificate with a modified scope is required.

The **suspension** of a certification happens:

- ◆ by an application of the certified organization to SystemCERT.
- ◆ on the recommendation of the audit team leader or the certification body.
- ◆ The suspension can cover a period of max. 6 months. During the period of suspension, the organization may not apply for certification. The suspension of an organization's certification is also announced on SystemCERT's website at the respective organization. The suspension does not extend the validity period of the certificate.

The **withdrawal** or the request to refrain from using the valid certificate is mandatory in the following cases:

- ◆ the certification requirements, including the effectiveness of the management system, are not met permanently or seriously
- ◆ failure to eliminate identified non-conformities as a result of auditing within the time limits specified in the audit report
- ◆ failure to comply with the obligation of annual surveillance within the period of validity
- ◆ Non-renewal of the certificate after the expiry of the validity period at the initiative of the organization
- ◆ Misuse or modification of the certificate/mark
- ◆ If the certification body does not renew the certification contract. An appropriate, reasonable period of time until the withdrawal of the certificate is agreed.

In the event of withdrawal of the certificate or a request to refrain from using the valid certificate, the sponsor commits to stop using the certificate and ensures that all related documents are no longer placed on the market.

All certificates and audit reports remain in the possession of the certification body.

9 Use of the certification marks

The holder of a valid SystemCERT certificate has the right to use the SystemCERT marks, in which the certificate number and the respective set of rules are entered in accordance with the issued proof of conformity, for business purposes, in particular for advertising and confidence-building vis-à-vis business partners, in public on offers, etc. The SystemCERT marks may also be used for other purposes. A graphic modification of the marks is only permitted with the written approval of SystemCERT.

The SystemCERT marks may not be transferred to third parties or successors, nor be the subject of any enforced action. After expiration of the validity of the proof of conformity, they may no longer be used or carried. The SystemCERT marks do not entitle the bearer to use the federal coat of arms as well as the IAF MLA mark. Furthermore, the marks may not be used on products unless the certificate is restricted to one product type. The use on test, calibration or inspection reports is excluded in any case. Within the scope of the use of the proof of conformity and the SystemCERT marks, the bearer commits to strictly comply with the rules of fair competition.

SystemCERT must be informed immediately and in writing of organizational changes in the scope of the certification, e.g. reorganizations, closure of existing and expansion of new business activities.

The management system must be demonstrably further developed through systematic measures (e.g. internal audits, corrective and preventive measures, periodic evaluation of the management system, etc.) within the applicable periodicity - currently twelve months.

All third-party complaints about the management system must be reported to SystemCERT in writing within five working days. Each complaint must be evaluated and necessary improvement measures must be derived. Within the scope of the next on-site SystemCERT service, these complaints and measures must be disclosed without prompting.

10 Charges

Unless otherwise contractually agreed, the client accepts the fees set by the certification body as amended from time to time.

The follow-up costs, which were stated in the offer, will be adjusted according to our tariff adjustments, if necessary.

If deviations are found during the audit, SystemCERT will charge for the additional administrative effort. In case of particularly complex cases, we take the liberty to additionally charge for the rework in the amount of at least one audit hour.

11 Court of arbitration

The arbitration court is the highest decision-making body, which the client can appeal to in the event of disagreements about information requests and evaluation by the assessors/auditors, as well as the granting or withdrawal of the certificate.

The arbitration court consists of a chairman as well as the managing director of SystemCERT and the complaining party.

12 Invalidity of a provision, collateral agreements

In the event of the invalidity of one or more of the above conditions, the statutory provision shall apply in its place. The effectiveness of the remaining conditions remains unaffected.

Changes and additions to these conditions must be made in writing.

13 Place of jurisdiction

The place of jurisdiction is Leoben.