TÜV Rheinland Kraftfahrt GmbH (TRK)
Technical Service cat. C (Certification Body Kraftfahrt)
- TÜV Rheinland Group -

1 General

TRK offers its services for the certification/verification of quality management systems. Thus, companies can provide evidence of fulfilling specified management standards through a neutral Certification Body.

TRK evaluates and certifies or verifies the management systems of manufacturers and service providers for all goods and services listed in the EAC registry (see chapter 6).

The commitment to and guarantee of independence and impartial conduct of the appointed auditors is ensured by TRK. The structure and organization of processes within TRK fulfil the criteria specified in DIN EN ISO/IEC 17021-1:2015.

The organization of TRK and the process of the certification procedure/ verification procedure are described in quality management manuals supported by this document.

Prior to the commencement of a certification procedure, the company seeking certification must submit an application for certification. This application is, concurrently, the contract and the order for certification/verification.

2 Scope of application

These general conditions for the certification/verification of management systems (MS) apply to the preparation and implementation of the certification audits/verification audits and issuing the certificate or the issue of verification and confirmation of the maintenance after the successful surveillance- and repeat audits.

The mandatory basis for certifications is the TRK procedure, which is based on the following norms and standards:

- Accreditation standard: DIN EN ISO/IEC 17021-1:2015
- Certification standards: ISO 9001:2008 or ISO 9001:2015
- Designation rules of the Kraftfahrt-Bundesamt
- Verification guideline
- ISO 19011

3 Service provision procedures

3.1 Briefing (Phase 0)

The TRK leads to a desire briefing prior to a certification/verification to interested companies before the contract is concluded.

The discussion can cover the following items:

- Objective and use of certification/verification
- Basic prerequisites for certification/verification
- Program of certification procedure/verification procedure
- Applicable standards, scope of application
- Probable costs
- Schedules

At the client's request, the information meeting may be held on the company's site provided the costs incurred (e.g. time spent, travel expenses) will be reimbursed by the client.

3.2 Description of the TRK procedure for certification ISO 9001:2008 or ISO 9001:2015 and verification

The certification procedure/verification procedure is divided into stages (see flowchart in chapter 3.11 and 3.12). The auditors are selected according to their qualifications and appointment for the respective branches of industry (see chapter 7).

3.3 Preparation of the certification / verification audit (Phase 1)

As audit preparation a preliminary audit can be performed.

The preliminary audit is coordinated with the client. There is usually one auditor in charge.

There is a questionnaire for the "verification of certification capability" sent to the company (not required for a verification).

At the same time, the scope and exclusions, if any, from the standard serving as a basis for the certification are defined, unless this has been done before during the information meeting. In addition, the client names one contact who has been designated by the management of the company to look after the proper realisation of the certification process (audit officer).

If the certification capability of the company can be assessed in another way (e.g. by submission of equivalent documents or by a pre-audit), the size of the questionnaire will be reduced accordingly. The ordering company will be informed about the result of the preliminary assessment.

At the same time, the Certification Body provides the names of the lead auditor and the members of the audit team, ensuring that the lead auditors and the auditors have not been engaged in any consulting activity with regard to the establishment / maintenance of a quality management system for the ordering company for at least three years prior to the audit to be conducted. The same goes for internal audits too.

Within the scope of the order, the client has the right to reject one or both of the auditors designated. At the request of the client, he / she will be informed about the certification activities the members of the audit team were involved in during the last two years prior to the audit to be conducted.

3.4 Certification audit (stage 1) in the company including review and evaluation of quality management documents (Phase 2)

The certification audit is conducted in two stages. Stage 1 is aimed to give the auditors an overview of the management system and its status of implementation. In stage 2 the auditors use the information obtained to look into the implementation and effectiveness of the management system.

In this phase also the ordering company's quality management documents in effect (quality manual and other documents also applicable, for instance documented procedures, work and testing instructions) are checked by the auditor(s) for fulfilment of the standard used as a basis for the certification. For this purpose, the ordering company submits to the lead auditor an up-to-date version of the company's quality management documents at least four weeks before the certification audit.

In phase 2, the stage 1 audit shall be conducted to

a) audit the management system documentation,

b) to evaluate the client's location and site-specific conditions, personnel, organisation and readiness for the audit,

c) to review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system,

d) to collect necessary information regarding the scope of the management system, processes and location(s) of the client, and related statutory and regulatory aspects and compliance (e.g. quality, environmental, legal aspects of the client's operations, associated risks, etc.),

e) to review the client's status regarding his scope of the management system, processes and location(s) with respect to Road Traffic Legislation.

In preparation for stage 2, the auditors and the client jointly

a) review the allocation of resources for stage 2

b) provide a focus for planning the stage 2 audit by gaining a sufficient understanding of the client's management system and site operations in the context of possible significant aspects.

c) evaluate if the internal audits and management review are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for the stage 2 audit.

At least some of the items listed above should be dealt with on the client's premises. Prior to the date agreed upon by the parties concerned for the audit, the client is to be provided with a draft audit plan for coordination.

Also the audit questionnaire of the Certification Body is taken into account in the document review. The ordering company will be informed about the result of the review; moreover, the Certification Body will inform the company about the estimated duration of the stage 2 certification audit and propose a date for the audit. If the certification capability is not ensured, the company will be informed in writing. As a rule, the certification audit will be conducted only after all the deviations found in this stage have been eliminated.

If the quality management documents do not fulfil the requirements, an additional meeting can be convened at the client's request to discuss the steps to be taken next, or a pre-audit can be agreed. On request by the ordering company, the results of the pre-audit will be presented in a report.

3.5 Certification audit (stage 2)/verification audit (Phase 3)

Prior to the commencement of the certification audit/verification audit, the client receives an audit plan that has been coordinated with him.

The audit is conducted to review the effectiveness of the management system implemented by the company.

The company demonstrates the practical application of its documented procedures during the audit. Standard requirements that are not fulfilled are documented in nonconformity reports; the company must plan corrective action for these.

Following completion of the audit, the client is informed of the outcome in a closing meeting. The outcome is documented subsequently in an audit report.

The auditors decide on the categorization of non-conformities as "major non-conformity" or "minor non-conformity".

Major nonconformities are non-conformities that affect the capability of the management system to achieve the intended results.

Nonconformities could be classified as major in the following circumstances:

- if there is a significant doubt that effective process control is in place, or that products or services will meet specified requirements;
- a number of minor nonconformities associated with the same requirement or issue could demonstrate a systemic failure and thus constitute a major nonconformity.

Additional requirements ARR:

Nonconformities must be classified as major in the following circumstances:

There is a risk that

- a product is brought into market with an approval sign although it has not been approved

  or
- a non-compliant to the approval product can be brought into the market

  or
- malfunctioning products cannot be recalled.

A major non-conformity either leads to a re-audit or requires the submission of corrective action documents. The lead auditor defines if an additional full audit, an additional limited audit, or documented evidence (to be confirmed during future audits) will be needed to verify effective correction and corrective actions.

3.6 General information on the timing of phase 2 and phase 3 of the certification process

As a rule, the stage 1 and stage 2 audit can be conducted in rapid succession. However, if it becomes apparent during the stage 1 audit that the company is not yet ready to be certified, the stage 2 audit cannot be performed immediately afterwards. In such a case, the company has to arrange that it gets ready to be certified. Any additional costs e.g. travel expenses, time spent on travelling and idle time will be charged.

The stage 1 and stage 2 audit should not be more than 6 months apart. If the interval is longer, the stage 1 audit must be repeated. Any additional costs, including travel expenses, time spent on travelling and idle time, accruing to the client and to the Certification Body are to be borne by the client.

When determining the interval between stage 1 and stage 2 audits, consideration shall be given to the needs of the client to resolve areas of concern. The stage 2 audit normally takes more time to conduct.

3.7 Awarding of certificate/ confirmation of verification and surveillance and repeat audits (Phase 4)

3.7.1 Awarding the Certificate

The certificate / verification confirmation will be awarded to the client by TRK after positive review and release of the certification procedure /verification procedure. The certificate/confirmation of verification is issued only if all critical non-conformities have been sufficiently corrected.

In General, a **certificate** or an **confirmation of verification** issued will be valid for three years, calculated from the day on which it was signed (equal to date of release of the process) on condition that agreed/indicated surveillance audits will be performed as scheduled. For certification this means that at least one surveillance audit per year is concluded with a positive result and in keeping with the schedule (or on condition that additional surveillance audits are conducted which may become necessary for a particular reason).

Provided adequate evidence of compliance with the provisions of the road traffic law has been furnished during the certification process, an entry confirming this is made in the certificate and the product categories subject to approval are stated.

Prior to expiry of the certificate, a repeat audit has to be performed for renewal of the certificate for another three years.

3.7.2 Surveillance audits

In order to maintain the validity of the certificate at least annual surveillance audits must be performed, based on the relevant due date of the certification audit.

If an audit is not conducted within the required period of time, the certificate will be set invalid and cannot be used any longer.

Surveillance audits are on-site audits, but are not necessarily full system audits and shall be planned together with the other surveillance activities.

Each surveillance for the relevant management system standard shall include:

- a review of actions taken on nonconformities identified during the previous audit;
- complaints handling;
- effectiveness of the management system with regard to achieving the certified client's objectives and the intended results of the respective management system;
- progress of planned activities aimed at continual improvement;
- continuing operational control;
- review of any changes;
- use of marks and/or any other reference to certification.

Furthermore, the review addresses the proper use of the certificate (and, if applicable, use of the TRK symbol) and complaints related to the management system as well as the effectiveness of corrective action for the nonconformities documented in previous audits. For every surveillance audit, the client receives a report.

3.7.3 Special surveillance audits/short notice audits

In certain cases it may be necessary for the Certification Body to conduct a special audit at short notice:

Serious complaints which call into question the effectiveness of the client's certified management system and which are impossible to be eliminated through exchange of letters or during the next scheduled audit.

Changes communicated by the client which affect the capability of the QM system such that the requirements of the standard used as a basis for the certification are no longer satisfied.

As follow up on suspended clients.

Any additional costs, including travel expenses, time spent on travelling and idle time, accruing to the client and to the Certification Body are to be borne by the client.

3.7.4 Repeat audit

To renew certification/verification for another three-year period, a re-certification audit shall be held at the client's organization prior to expiry of certification validity.

The procedure is similar to that of a certification audit, but the necessity and scope of a stage 1 audit is determined subject to changes in the management system and previous audit findings.

For a maximum of 6 months after expiry of certificate validity an audit can be performed with the man-days like a re-certification audit, if also the decision on certification is done within the 6 months. When successful re-certification is effected the expiry of certificate validity will be 3 years more, based on the former expiry of certificate validity, independent from permissible audit date.

3.7.5 Reporting to the client

The auditors make sure that the audit report will be presented to the client within a period of not more than three weeks after an audit has been completed.

3.7.6 Multi-site certification

Multi-site certifications may be appropriate for companies with several production facilities or for companies with branch offices that function purely as field offices.

Multi-site certifications are possible if the following prerequisites are fulfilled:

- The products/services of all locations must in essence be identical and must be produced by the same methods and procedures.
- Specification, implementation and maintenance of a unified management system which is valid for all branch locations/production facilities.
- Monitoring of the entire management system under the central direction of the management representative of the head office. The management representative has technical authority in matters concerning the management system(s) for all branch locations / production locations.
- Documentation on internal audits and the management review for all branch locations / production locations must be available for review during the audit.
- Certain areas are central to all areas: Product and process development, procurement, Human Resources i.a.
- For multi site certifications, the auditing of the sites locally distributed on certification audits and surveillance audits. The parent company has always addition to the selected branches audited.

3.8 Extension of the scope of the certificate

Extensions of the geographic scope (e.g. additional branch offices) and technical scope (e.g. additional products), as well as supplementary evidence of compliance with standards, are possible during surveillance and repeat audits or appointments which are fixed expressly for this purpose.

The fee is determined by the scope of the extension, which must be clearly defined by the company prior to the audit.

3.9 Special rules for the implementation of the verification and confirmation for road traffic law

All specifications of the manufacturer must be in the form of written process and documented work instructions. The quality documentation must include a sufficient evidence of quality policy and procedures in the form of a sequence descriptions, guidelines and records.

The Auditor creates after every audit a "CoP-report" (CoP = Conformity of Production) which has to be provided to KBA in case, the client is holder of an approval. After the successful implementation of the verification audits will be a verification certificate issued.

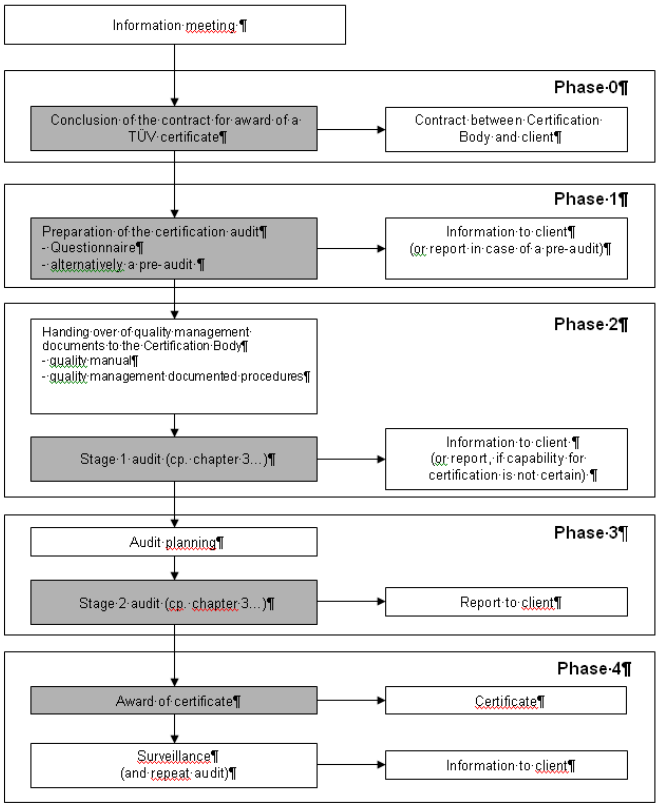
3.10. General additional requirements regarding Road Traffic Legislation

Relevant to the client's status as an applicant or a holder of Road Traffic Legislation approvals the quality management system of the client and the assessment by TRK has to follow additional requirements in the actual versions.

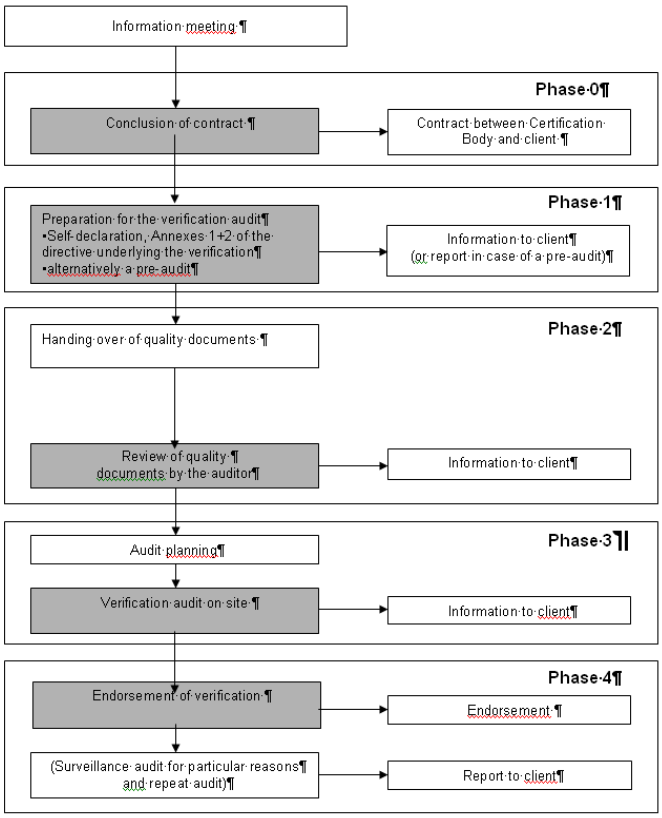
These requirements are stipulated in

- the designated rules of the Kraftfahrt-Bundesamt – see www.kba.de
- rights and obligations of approval holders – see attachment 3
- the (German) guideline for verification
- the present processes of TRK

3.11 Flow chart certification



3.12 Flow chart verification



4 Costs in the event of early termination/ cancellation

4.1 Termination of a contract

The Client has the possibility to terminate the contract in advance by a writing notice to be send via registered mail at the certification office, which signed the contract. In this case the Client has to pay within 20 days from the moment of cancellation, an amount equal to 30 % as penalty of the total contract amount. In any case TRK has the right to ask for fees for all the activities performed before receiving the cancellation. The contract will also be considered as terminated by the client if it's not possible to perform the audit on time limits for client's reasons. (see follow-up audit). Moreover the Certification Body has the right to ask a fee of 10% of the total amount of the order, as compensation costs, if the Client doesn't use the service within 1 year from the order requested.

4.2 Cancellation or postpone an audit

The Certification Body reserves the right to charge the customer up to 50% of the cost of the audit if customer requests to postpone or cancel an Audit, already confirmed by the same, within 15 calendar days prior to the date.

.

5 Contract terms for the certification/ verification and use of the TRK certificate/ confirmation of verification and the use of the logo

5.1 Subject matter of the contract

The following is the subject matter of the contract:

Certification/verification of quality management systems

- Utilization of the TRK certificate/ confirmation of verification
- (Optional) utilization of the logo shown below

The bases hereof are the standards and / or regulations and the associated monitoring of the management system, which is agreed to by the applicant company in the "Contract for Certification/verification."

The Certification Body provides the logo as an electronic file. The customer can then in the original colors or in black and white, but without changes in the proportions, reproduce.

Logo for certification

Logo for verification

5.2 Obligations and rights of the client

1. The client fills in the questionnaire for "Review of Eligibility for Certification" and forwards it to the Certification Body. Besides, he makes available to the Certification Body prior to the certification audit/verification audit all the records (manual, procedural instructions/documented procedures, and, if applicable, work instructions) required by the standard.
2. During the audit, the client allows the audit team/the auditor to examine the records relevant to the scope of application and grants the audit team and/or the auditor access to the relevant organizational units.
3. The client appoints one or several audit representatives.
4. After award of the certificate/confirmation of verification, the client is obligated to inform the Certification Body of all important changes in his management system as well as of changes in the company structure and organization that have a significant influence on the certification/verification of TRK.
5. The client is obligated to record and present to the auditor all complaints regarding the management system that originate outside of the company, such as customer complaints.
6. The client agrees to admit experts of the Designation Body who accompany the audit team of the TÜV Rheinland Group to conduct a witness audit when and if required.
7. The client has the right to object to the appointment of each auditor and/or technical expert.
8. In the event that auditors are appointed who are not employees of the TÜV Rheinland Group (external auditors), the client must approve the use of such auditors. This consent shall be deemed given if the client does not object to the use of the external auditor within one week following the auditor's appointment.
9. In case of complete external manufacture of parts for which "Teilegutachten" pursuant to annex XIX StVZO are to be created, these facts shall be mentioned in the certificate / confirmation of verification .

   The proof of the quality management system in the external manufacturing site can be evidenced by own audits (if contracted) or by the following alternative measures:

   - Document check on certificate / confirmation of verification regarding the external manufacturing site (producer). These documents shall include ARR and be issued by a Technical Service cat. C designated by KBA.

   In case of complete external manufacture of parts for which approvals by KBA are to be issued, the requirements for the external manufacturing site (producer) follow the actual Information Sheet for Initial Assessment (MAB).

   Under the certification/verification procedure the validity of the certificate or confirmation for the producer will be assessed. In principle, manufacturers and producer must have a contractual arrangement for quality management that covers the general objective of a certification procedure/Verification procedure.

   In case the manufacturer uses external parts he has the obligation to provide sufficient and adequate own quality management measures to ensure the subject of the certification /verification. The actions depend on the specific relationships between manufacturer and producer and cover basically the points "management functions", "production", "inclusion of road traffic legal regulation" and "fulfilling the duties as a holder of the type approval."

   Thru validity period of the certificate/confirmation the manufacturer has to communicate to the Certification Body:

   - any change in the field of manufacturing, parts or external manufacturing sites (producers),
   - any change of the flow of goods, or
   - any modification of contractual agreements,

   The Certification Body is free to decide about further resulting activities. A loss of certificate/confirmation or approvals may be the result, in case the manufacturer does not follow the required actions.

   Any misleading use of the certificate/confirmation and of other marks and logos of certification/verification agreed upon, e.g. in distorted abstracts or in such a way that the impression of a certification of a product or a procedure is given, is prohibited.

   Furthermore, the TUVdotCOM Signet *terms and conditions* of use as last amended are deemed to have been agreed upon with respect to the use of the certification/verification logo as well. Reference: http://www.tuvdotcom.com/pi/web/legal.xml?Language Changed=en-us.

5.3 Obligations of the Certification Body

1. The Certification Body is obligated to treat all company information made available by the client as confidential and to use such information only for the purposes agreed upon. Documentation left in the care of the Certification Body shall not be made available to third parties. Reports to the arbitration board in the event of disputes are an exception to this rule. There are certain reasons for which the client can release the Certification Body from its confidentiality obligation. Information on specific clients or individuals may make the certification only with the prior written authorization passed, unless international accreditation rules for certification authorities, the transfer of this data.
2. The Certification Body conducts the certification/verification pursuant to the standard and/or the regulation listed in the contract form and issues a certificate/confirmation of verification in the event of a positive outcome. If evidence of the effectiveness of the management system is provided during the surveillance audits, then the certificate remains in effect for the period of its validity. For verification, no surveillance audits.
3. The Certification Body makes available the TRK symbol to the client for advertising purposes (business correspondence, brochures, etc.).
4. The Certification Body informs the bearer of the certificate/ confirmation of verification about any changes in the certification/verification procedure that have a direct effect on him.
5. The Certification Body maintains a register of certified/verified companies stating details of the applicable scope and makes it available to the public upon request.
6. The certification agency takes complaints of the client to the certification process / verification procedures, and written informed professional complaints at the parent level in managing TUV Rheinland. Similarly, the client itself to this higher level of management. When complaints about the certification agency, the client is entitled to communicate directly with these overarching management level.
7. Information about all services rendered by the Certification Body are not given to any client or third parties without the written permission of the client concerned. In case the submission of information to third parties is prescribed by law or by the Designation Rules of the German Kraftfahrt-Bundesamt, the client concerned will be informed accordingly. The KBA as Designation Body is authorized to request for audit reports, quality records and other documents relevant for the type approval.
8. The Certification Body is obliged – within the limits of its possibilities – to see to it that the certification (use of the certificate and maybe also use of the Certification Body's logo) is presented correctly by the ordering company for advertising purposes.
9. The Certification Body is liable to the ordering company or third parties only to the extent prescribed by law for cases of intent or gross negligence. Any further legal claims are excluded.

5.4 Surveillance audit

1. Certificates are monitored pursuant to chapter 3.7. In special, substantiated cases it may be necessary to conduct an extraordinary surveillance audit. The determination of such a requirement is left to the discretion of the Certification Body.

5.5 Scope of the right to use the certificate/ confirmation of verification and the TRK symbol

1. Solely the sectors of the client's company which are listed in the scope of application of the certificate/confirmation of verification are permitted to use the TRK certificate/ confirmation of verification and the TRK symbol. Sectors not listed are not permitted to do so.
2. The TRK symbol may only be used by the client and in immediate conjunction with the company name or the client's company logo. It must not be applied to a client's product, nor may such products refer to it. This applies also to the packaging of the product.
3. The client must guarantee that the TRK certificate/ confirmation of verification and the TRK symbol will be used in competition only such that any statement made about the client's company or the company's business sector is consistent with the certification/verification. Furthermore, the client shall take care to avoid creating the impression that the certification/verification involves an official inspection or product test.
4. The client is not authorized to make changes to the certificate/ confirmation of verification. If changes to the certificate/ confirmation of verification are desired, then an appropriate application should be submitted. If necessary, a new audit will be conducted.
5. Regarding the company's image in advertising and similar issues, the client is responsible for stating clearly that the certification/ verification was conducted on the basis of a voluntary agreement under private law.
6. The Certification Body grants the client the non-transferable and non-exclusive right to use the TRK symbol shown in chapter 5.1 in accordance with the preceding conditions.
7. The use of the TRK symbol is on the following documents and objects allowed:
   - Business paper
   - General documents (excluding technical product documentation)
   - Equipment and process bodies for the certification / verification processes used to be covered (eg, business vehicles, buildings, work clothes, covers and the like). Excluded are the objects of a special certification, especially in the legal area regulated (machinery, equipment, protective clothing, etc.).
8. On calibration certificates and test reports, the TUV Rheinland logo is not permitted to use.

5.6 Termination of rights of use/Withdrawal of the certificate/confirmation of verification

1. The applicant's right to use the certificate/confirmation of verification and the TRK symbol is revoked, without prior notice, if:
   - the client does not immediately notify the Certification Body of significant changes or signs of such changes in the company relevant to the conditions for certification/ verification,
   - the certificate/confirmation of verification and/or the TRK symbol is misused and/or used in violation of the contract,
   - the results of the surveillance audits and the repeat audits no longer justify maintaining the validity of the TRK certificate/confirmation of verification and the TRK symbol,
   - or the applicant becomes insolvent or a petition in bankruptcy is rejected due to a lack of assets,
   - payment is not made within the period of time set by the Certification Body,
   - surveillance audits are not conducted or
   - maintaining the certificate/confirmation of verification is forbidden by court order or force of law.
   - CoP-prescribed tests are not properly implemented
   - in case the an external production site does not follow the respective road traffic legislation adequately
   - In case critical non-conformities as defined in chapter 3.5 are detected and not solved within the agreed time period
   - any other reasons exist that result from these conditions or from formal agreements between the Certification Body and the ordering company.

- If a certificate awarded within the scope of German road traffic law is withdrawn, the customer and the Certification Body is obligated to inform the Kraftfahrt-Bundesamt/the respective approval authority in charge. In addition, the customer is obliged to inform the Technical Services involved.

2. The client's right to use the TRK certificate/confirmation of verification or the TRK symbol is also immediately terminated without prior notice if the client uses the TRK certificate/confirmation of verification and the TRK symbol in a manner that violates the provisions of chapter 5.2, or in any other manner that is not in keeping with the contract.
3. Upon termination of the right of use, the applicant is obligated to return the TRK certificate/confirmation of verification to the Certification Body, and the applicant loses the right to use the TRK symbol.
4. In the event that contractual provisions are violated, the Certification Body reserves the right to claim damages.
5. The right of use ceases if proper notice of termination pursuant to chapter 5.9 (1) is given.
6. The use right expires if no valid certificate / no valid verification confirmation. (Eg after the expiry of validity, if no succession certificate / no subsequent confirmation was issued).

5.7 Warranty

1. No warranty is given for the legal validity of legal protection rights as well as for the absence of legal deficiencies or other defects. In particular, the Certification Body does not warrant that the TRK certificate/confirmation of verification and the TRK symbol can be used in an unrestricted manner for the purposes of competition.
2. The certification agency can not guarantee that other technical services, and other licensing authorities product approvals because of the certificate issued/ the verification certificate issued grant.

5.8 Liability

1. The Certification Body's liability for all damages occurring in conjunction with audits and certifications as well as in conjunction with the granting of rights of use and resulting from the culpability of the Certification Body, shall be limited to ten times the value of the contract is limited to ten times the amount of the remuneration paid. Liability for indirect damage and consequential damage is excluded. This limitation of liability applies likewise to the employees, the management and organisational units of the Certification Body. Liability for indirect and consequential damage is excluded. This limitation of liability also applies to the employees, executives and institutions of the Certification Body in a similar manner.
2. If the Certification Body is subjected to a claim based on the principles of product liability for the client's use of the TRK certificate and the TRK symbol in a manner that violates the contract, the client is obligated to indemnify the Certification Body from all third party claims. The same applies to cases in which the Certification Body is subjected to claims by third parties due to advertising assertions made by the client.

5.9 Duration

1. This contract takes effect when both parties sign the form "Contract for Certification/ verification" and is valid for a period of **about** three years in analogy to the rights of use of the logo until the exact month of validity stated on the certificate. The validity period of the contract is renewed automatically for another three years if the contract is not terminated in writing six weeks prior to expiration.
2. The Certification Body's right to terminate without prior notice for just cause remains unaffected. A just cause is if prerequisites for the termination of the right of use pursuant to 5.6 are fulfilled.
3. The rights and obligations as a permit holder to the licensing authority shall remain valid regardless of the validity of the certificate / verification confirmation from the basis of this treaty.

5.10 Remuneration

1. The fee for the use of the logo for advertising purposes is mentioned in the specific quotation.

5.11 Partial invalidity, written form, place of jurisdiction

1. There are no subsidiary agreements to this contract. Changes and supplements must be in writing in order to be legally valid.
2. If one or more provisions of this contract is/are invalid, the contractual parties shall agree upon a substitute formulation that approximates the invalid formulation as closely as possible in both legal and economic aspects.
3. The place of jurisdiction for all disputes in conjunction with this contract is Rho/Italy or Cologne/Germany depending on the certifying office in charge.

5.12 Appeals and Complaints

Appeals against and complaints about certification / verification decisions must be submitted to the head of CB-TRK for decision as a rule. They must be treated with due confidentiality.

In cases of particular importance, the Executive Committee TVS and the designation body, if necessary, are involved in the decision-finding process.

In order to maintain the Certification Body's impartiality, the management of the Certification Body always makes sure that the persons involved in the decision making process are different from those who carried out the certifications / verifications before.

The Certification Body acknowledges receipt of the appeal and / or complaint. If the appeal/complaint will take very much time to handle, the Certification Body will provide the appellant / complainant with progress reports at regular intervals.

If it relates to the effectiveness of the management system of a certified / verified client, the appeal will be referred to the client immediately, but in any case within 14 days at the latest, for resolution.

The Certification Body gives formal notice to the appellant / complainant of the end of the complaints / appeals handling process and communicates to him / her the decision it that taken.

If complaints relate to certified / verified clients of the Certification Body TRK, the issue will be looked into as part of the forthcoming surveillance activities.

If the complaint makes it necessary to bring the matter to the knowledge of the public in whole or in part (e.g. notice to the designation body); the decision will be taken jointly by the Certification Body, the complainant and the client.

5.13 Conclusion

Should provisions of the " General Conditions and Contract Terms for the Certification/Verification of Management Systems " in their currently valid version be ineffective in law or incapable of application in whole or in part or subsequently become ineffective in law or incapable of application, the validity of the remaining provisions will not thereby be affected. In place of the ineffective or inapplicable provision, or in order to fill any gaps, the parties shall agree an appropriate provision which shall, as far as is legally possible, be as close as possible to the meaning and purpose of the "General conditions and procedural guidelines for the certification of management systems".

6 Enclosures

1. Processing of non-conformity reports and the execution of re-audits, surveillance audits and repeat audits (certification)

2. Processing of non-conformity reports and the execution of re-audits, surveillance audits and repeat audits (verification)

3. Information sheet on the rights and obligations of the type-approval holder

Annex 1:
Processing of non-conformity reports and the execution of re-audits, surveillance audits and repeat audits (certification)

1. The non-conformity report document implies:

   - the non-conformities detected during the audit and their classification
   - root cause analysis
   - intended corrective action, setting of deadlines
   - confirmation of the review of the documents submitted or of the re-audit by the auditor
   - confirmation of efficiency by the auditor (refer to 8. and 9. below).

2. The client analyses the root cause for the non-conformities, describes the corrective actions in relation to the defined root causes and fixes a completion date. The quality manager of the company signs the acceptance of the non-conformity report.

Where surveillance and repeat audits are concerned, the measure must be taken within not more than 2 months after the date of the audit (last day of the audit).
Where repeat audits are concerned, the measure must be taken not later than 1 month prior to the date of expiry of the certificate.

The company provides the lead auditor with evidence to each corrective action by supplements to the non-conformity report.

3. If the auditor made an entry in the non-conformity report (appropriate box is ticked) to the effect that supporting documents need to be handed in later, the client has to attach these documents to the non-conformity report or to submit them later in keeping with the schedule.

4. In order to maintain the validity of the findings of the audit, all corrections required which are regarded as "critical" need to be completed not later than 2 months (where repeat audits are concerned not less than 1 month prior to the date of expiry of the certificate) after the date of the audit. Where "non-critical deviations" are concerned, the parties may agree upon a longer period (not more than 1 year) in given instances where there is adequate reason to do so. A check for elimination of such non-conformities must always be made during the next audit.

   If a re-audit is necessary, it is to be conducted within the periods specified and the result must be positive.

   In case the specified period of 2 months is exceeded, the audit is to be repeated.

   The measures described above may involve additional expenditure. The costs, including travel expenses, time spent on travelling and idle time, accruing to the client and to the Certification Body TRK are to be borne by the client.

5. The Certification Body issues the certificate on the day it has definitely decided the company's certification capability (last day of the audit + 3 months max.).

   The certificate will be valid for three years less 1 day as from the date of certification decision.

6. The surveillance audits following the certification audit or repeat audit are conducted once a calendar year at intervals of 12 months as from the last day of the certification audit with a tolerance of -3/+1 months in relation to the target date (due date). Exception: The first surveillance audit following initial certification must be not more than 12 month from the certification decision date.

   As a rule, repeat audits must be started and completed (released) before expiry of validity of the certificate. Non-conformities, if any, which may be detected then shall be corrected within a period of 2 months (but not later than 1 month prior to expiry of the certificate).

7. Non-conformities detected during surveillance and repeat audits have to be corrected as soon as possible, but in any case within the periods stated in 6. above.

   If these periods are exceeded, the withdrawal / cancellation of the certificate awarded will be initiated. In case of withdrawal / cancellation the Certification Body must inform the Designation Body (Kraftfahrt-Bundesamt) promptly.

8. As soon as adequate corrective action/elimination of all non-conformities detected has been laid down (and evaluated positively by the auditors), the Certification Body will finalise the certification procedure.

9. During the following audits (surveillance or repeat audits respectively) the auditor(s) assure(s) himself (themselves) of the elimination of the non-conformities detected and confirm(s) this in the non-conformities and/or audit reports.

Note:
The time the Certification Body needs for handling is included in the periods referred to above.

Annex 2:
Processing of non-conformity reports and the execution of re-audits, surveillance audits and repeat audits (verification)

1. The non-conformity report document implies:

   - the non-conformities detected during the audit and their classification
   - root cause
   - intended corrective action, setting of deadlines
   - confirmation of the review of the documents submitted or of the re-audit by the auditor
   - confirmation of efficiency by the auditor (refer to 8. and 9. below).

2. The client analyses the root causes for the nonconformities, describes the corrective actions in relation to the defined root causes and fixes a completion date. The quality manager of the company signs the acceptance of the non-conformity report.

   The measures must be taken within not more than 2 months after the date of the audit (last day of the audit).

   The company provides the lead auditor with evidence to each corrective action by supplements to the non-conformity report.

3. If the auditor made an entry in the non-conformity report (appropriate box is ticked) to the effect that supporting documents need to be handed in later, the client has to attach these documents to the non-conformity report or to submit them later in keeping with the schedule.

4. In order to maintain the validity of the findings of the audit, all corrections required which are regarded as "critical" need to be completed not later than 2 months after the date of the audit. Where "non-critical non-conformities" are concerned, the parties may agree upon a longer period (not more than 1 year) in given instances where there is adequate reason to do so. A check for elimination of such non-conformities must always be made during the next audit.

   If a re-audit is necessary, it is to be conducted within the periods specified and the result must be positive.

   In case the specified period of 2 months is exceeded, the audit is to be repeated.

   The measures described above may involve additional expenditure. The costs, including travel expenses, time spent on travelling and idle time, accruing to the client and to the Certification Body TRK are to be borne by the client.

5. The Certification Body issues the notice of endorsement on the day it has definitely established the company's verification capability (last day of the audit + 3 months max.).

   The notice of endorsement will be valid for three years less 1 day as from the date of issue (refer to 3.2.4).

6. The re-verifications following the verification audit are conducted at intervals of three years (36 months) as from the last day of the verification audit with a tolerance of - 3 months in relation to the target date (due date). Audits for re-verification must be conducted before expiry of the period of validity of the notice of endorsement of verification. Non-conformities, if any, which may be detected then shall be rectified within a period of 2 months (but not later than 1 month prior to expiry of the notice of endorsement of verification). Otherwise a re-verification (including allocation of a new verification number) will become necessary.

7. Non-conformities detected during audits for re-verification (or surveillance audits) have to be corrected as soon as possible, but in any case within the 2 month period stated in 6. above.

   If these periods are exceeded, the withdrawal / cancellation of the certificate awarded will be initiated. In case of withdrawal / cancellation the Certification Body must inform the Designation Body (Kraftfahrt-Bundesamt) promptly.

8. As soon as all non-conformities detected have been eliminated (and the status has been evaluated positively by the auditors), the Certification Body will finalise the certification process.
9. During the following audit (surveillance or repeat audit respectively) the auditor(s) assure(s) himself (themselves) of the elimination of the non-conformities detected and confirm(s) this in the non-conformities reports.

Notes:

Instead of formal non-conformity reports other qualified documentation tools (e.g. to-do lists) can be applied during the verification process.

Annex 3:

Information sheet on the rights and obligations of the type-approval holder

The rights and obligations of the type-approval holder are based on the current version of the “Information Sheet on Initial Assessment (MAB)” issued by the Kraftfahrt-Bundesamt (Federal Motor Vehicle and Transport Authority – KBA). In the following the general rights and obligations are listed.

The holder of a type-approval has the right to market a normally unlimited number of approval objects in the countries that recognise the type-approval. A type-approval means that end users can be certain that all rules, directives and regulations pertaining to the approval status have been complied with.

The obligations of the approval holder include the following:

The holder of a type-approval in turn is obligated to comply with the requirements of the type-approval procedure and to ensure conformity of production.

He is technically and legally responsible for the approved product.

Your obligations as approval holder include the following:

• You must ensure that only approval objects are placed on the market under that type-approval and these must conform to the type-approval in all respects.

• Where an approval-relevant change to the approval object is made, you must apply immediately to the KBA for the corresponding change to your type-approval.

• You must be aware of the current version of any type-approval regulations relevant to your approval object.

• An approval that has been granted may only be used for the time period allowed according to the approval status (observance of deadlines regarding prohibitions for placing product on the market).

• You must immediately notify the KBA about each change to the legal company form, the name and the company address and/or to those of producers’ and manufacturers’ companies.

• You must provide all documentation relevant to the approval object – such as approval copies, certificates of conformity, and similar when placing those products on the market.

• Processes for ensuring production conformity must be established, used and documented. This also applies to manufacture at third-party companies.

• You must ensure that conformity of production can be audited by the KBA and/or their representatives. - The holder of the type-approval has to pay all costs and fees which result from the initial assessment, from the granting of the type approval and from checks of the conformity of products or **The obligation to ensure conformity of production includes the following points in addition:**

The approval holder must ensure that the requirements stipulated in

- the basis of approval
- framework provisions

in respect of conformity of production are fulfilled by him in a manner that can be audited.

quality management systems.

The obligations arising from the type-approval may not be assigned to third parties. Any agreements of this kind are void and have no effect vis-à-vis the KBA.