Terms and Conditions of Certification (TÜV Rheinland Philippines, Inc.)

I. General Terms and Conditions of Certification

1. Scope

1.1 These Terms and Conditions of Certification apply to the agreed certification services plus any ancillary services provided within the scope of contract performance and any other ancillary duties.
1.2 These Terms and Conditions of Certification prevail over our General Terms and Conditions of Business.
1.3 The client's General Terms and Conditions of Business, including the client's terms and conditions of purchasing, if any, shall not apply and shall hereby be expressly excluded. Terms and conditions by the client will not become part of this contract even if not expressly excluded by us.
1.4 For the purpose of these Terms and Conditions of Business, the term "Accreditation Body" will also include approval and recognition bodies and the terms "Accreditation Rules", "Accreditation Requirements" and "Accreditation Procedures" will apply mutatis mutandis also to the procedures of these bodies.

2. Scope of services

2.1 We assess and certify systems and products of manufacturers and service providers as per national or international standards for which we hold accreditations, approvals or recognitions ("accredited certification") or as per national or international standards for which we do not hold accreditation ("standard certification") and also provide own third-party certification services ("in-house standards").
2.2 The agreed services shall be provided in line with the generally accepted rules of technology and in compliance with the regulations applicable at the time of contract conclusion. Unless otherwise agreed in writing or unless a certain approach is compulsory on the basis of mandatory regulations, we shall also be authorized, at our reasonable discretion, to make our own decision concerning the method and type of assessment.
2.3 We carry out accredited certification as per the standard agreed in the contract and/or the rules and regulations referred to therein, including the generally applicable accreditation standards pertaining to the specific certification standard, the certification standards plus all relevant application guidelines and the accreditation requirements defined by the competent accreditation body. Should the audit reveal that a higher number of auditor days will be necessary to comply with the accreditation requirements, the client shall bear any additional costs incurred thereby, unless we are to blame for these additional costs.
Standard certifications are carried out in line with the respective national or international standards.
Certification procedures to issue in-house certificates are carried out in line with the rules and regulations established by us.
2.4 If certification is completed with a positive result, the appropriate certificate will be issued as set forth in Article 3 of these General Terms and Conditions of Certification.
2.5 The client shall be entitled to object to the appointment of certain auditors or technical experts, provided the client has and submits good reasons for objection.
2.6 The client's approval shall be obtained before auditors who are not permanently employed with TÜV Rheinland Group (external auditors) are appointed to and used in the audit team. Approval shall be deemed granted if the client has not objected to the use of external auditors within one week of being notified of the external auditor's appointment to the audit team.
2.7 In accredited certifications we are entitled to permit auditors of the relevant accreditation body to witness the audit.
2.8 In cases of complaints against our certification decision, the Governing Board or an arbitration committee may be called in with the client's approval.

3. Scope of right of use of certificates and certification marks

3.1 If the agreed certification procedure is completed successfully, we will issue the corresponding certificate to the client. The certificate shall be valid for the period defined in the contract or, if not defined there, in our Special Terms and Conditions of Certification.
3.2 Upon being issued with the certificate as outlined in Article 3.1 above, the client shall be granted the simple, non-transferable and non-exclusive right to use the certification mark throughout the defined certificate validity as outlined in Articles 3.3 to 3.15 below. This also applies to certification references in communication media, such as documents, brochures or advertising materials.
3.3 The permit to use the certificate and a certification mark issued by us shall apply exclusively to the areas of the client's organization quoted in the certificate's scope of application. Use of the certificate and/or the certification mark for areas not quoted in the scope of application shall be prohibited.
3.4 Certification marks relating to management system certification may only be used by the client in direct connection with the name or logo of the client's organization. They may not be attached or used in reference to the client's products. This also applies to product packaging, laboratory test reports, calibration notes or inspection reports. For the use of the TUV.dot.COM ID signet the conditions of use on www.tuv.com are valid.
3.5 The client undertakes to use the certificate and/or the certification mark only to make a statement about the client's organization or the certified area of the client's organization which is in line with certification. The client shall further avoid creating the impression that certification is an official inspection and/or that system certification is a form of product testing.
3.6 The client shall not be authorized to change the certificate or the certification mark.

3.7 The client undertakes to demonstrate in its advertising and similar materials that certification is voluntary and carried out on the basis of a civil law contract.
3.8 The right of use shall expire if the client no longer holds a valid certificate, in particular if the certificate's period of validity has expired or the required follow-up audits have not been carried out.
3.9 The client's right to use the certificate and/or the certification mark shall expire with immediate effect, without requiring termination, if the client uses the certificate and/or the certification mark in violation of the provisions set forth in Articles 3.1 to 3.8 above or contrary to other terms of this contract.
3.10 The client's right to use the certificate and/or the certification mark shall expire with immediate effect upon termination as described in Article 6 hereunder.
3.11 The right of use shall also expire automatically if maintenance of the certificate is prohibited by administrative regulations or court.
3.12 In cases involving expiry of the right of use, the client shall be obligated to return the certificate to us without delay.
3.13 In cases involving violation of contractual terms and conditions we reserve the right to claim damages.
3.14 Certification may not be used in a manner which may harm our reputation or the reputation of any other subsidiary of TÜV Rheinland Group.
3.15 The client shall not be entitled to make statements about certification which we may consider unauthorized and misleading.
3.16 If it is foreseeable that the client is temporarily unable to fulfil the certification requirements, the certification can be suspended. During certificate suspension, the client may not use the certification in its advertising. in the list of certified organizations as outlined in Article 7, the status will be updated to "suspended".
3.17 If the reason underlying suspension is not corrected within the agreed timeframe, the certification will be withdrawn.

4. Client's obligation to participate and general rules for the certification audit

4.1 The client shall submit all information required for certification as per the relevant standard. This information can be submitted by completing the "Questionnaire for offer preparation ".
4.2 The client shall submit all required documents to the Certification Body in good time prior to the audit and free of charge. Required documents include, in particular:

- Management Manual
- Cross-reference matrix (standard elements cross-referenced to the management system documentation of the organization)
- Organizational plan/organizational chart
- Presentation of processes and their interfaces and interactions – list of controlled management documents
- List of official and legal requirements
- Other documents mentioned in the quotation

4.3 The client shall disclose all records associated with the scope of application to our audit team and/or our auditor and shall grant them access to the organizational units concerned.
4.4 The client shall appoint one or several Audit Representatives who shall support our auditor in performing the contractually agreed services and act as the client's contact persons.
4.5 Following certificate issue, the client shall be obliged, throughout the term of the contract, to communicate all changes which significantly affect the management system or the certified product, including in particular:

- changes in the certified management system.
- changes associated with the design or specification of the certified product.
- changes in the organizational structure and the organization itself.

4.6 The client shall be obliged to record all complaints concerning the management system filed by third parties, e.g. customers, and the measures taken to address and eliminate these complaints, and submit them to the auditor during the audit.
4.7 On request, the client shall be obliged to submit all correspondence and all measures associated with normative documents and the requirements set forth in the applicable certification standard to the auditor during the audit.
4.8 If, within the scope of product certification in the food industry, we notice that the changes outlined under Article 4.5 above necessitate further assessments, the client shall not, after the changes have come into effect, release any products falling under the scope of product certification until the client has been notified by us that it is safe to do so.
4.9 In cases involving product certification in the food industry, the client shall notify us if the product no longer satisfies product certification requirements.
4.10 The client shall be obliged to record all complaints concerning the compliance of a certified product or process with the requirements of the certification standard that are addressed to the client, initiate appropriate corrective action, document the implementation of corrective action and, on request, demonstrate them to the auditor during the audit.
4.11 The client and we may agree on the performance of a preliminary audit and jointly define the scope of such audit.
4.12 The effectiveness of the established management system shall be verified during the on-site audit carried out at the organization, during which the organization proves that it applies its documented procedures in practice. Standards or standard elements that are not complied with and for which the organization must provide corrective action shall be documented in non-conformity reports.
4.13 Following audit completion, the audit result will be communicated to the client in a closing meeting and subsequently documented in an audit report. Non-conformities will be documented and may lead to a re-audit (i.e. a repeated on-site audit) or submission of revised documentation, if required by the results. The scope of the re-audit will be decided by the lead auditor. The re-

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audit focuses exclusively on those elements of the standard for which non-conformities were identified.

4.14 After positive review of the certification documentation, we will issue the certificate(s). The certificate(s) will be sent to the client. The certificate(s) shall only be issued if all non-conformities have been corrected. The certificate(s) shall be issued for the defined period.

4.15 To maintain validity of the certificate, on-site follow-up audits shall be carried out depending on the standard in question. Unless the follow-up procedure, including a positive decision on certificate maintenance, is completed by the Certification Body, the certificate shall become invalid. In this case, all copies of the certificate must be returned to the Certification Body.

4.16 In the follow-up audit, the key elements of the standard shall be verified as a minimum requirement. Additionally, follow-up audits evaluate proper use of the certificate (and the certification mark, where appropriate), complaints related to the management system and the effectiveness of corrective action taken to address nonconformities. Each follow-up audit shall be documented in a report communicated to the client.

4.17 The geographical (e.g. additional branches) and technical (e.g. additional products) scope can be extended and/or certification upgraded to include further standards within the scope of follow-up or re-certification audits and/or separate extension or upgrade audits. The number of auditor days required for extension or upgrade shall depend on the scope of extension or upgrade which shall be clearly defined by the organization prior to the audit.

4.18 Should changes in the details on which the procedure is based (e.g. details of the organization, accreditation requirements) arise during the term of the contract, these changes must be appropriately considered in the procedures and the other contracting party informed without delay. The same applies to any changes in the number of auditor days for certification resulting from such changes.

4.19 Integrated management systems covering various standards and requirements may be certified by means of a combined certification procedure. Depending on the standards and requirements involved, these combined certifications will be offered individually.

4.20 The costs incurred for additional efforts caused by unscheduled audits or re-audits and the verification of corrective actions to eliminate non-conformities revealed in previous audits shall be borne by, and invoiced to, the client on a time and cost basis. The same applies to costs incurred for short-notice special audits as defined in Article 1.4 of the Special Terms and Conditions of Certification.

5. Confidentiality

5.1 For the purpose of this agreement, "confidential information" is defined to include all information, documents, images, drawings, know-how, data, samples and project documentation which one party ("disclosing party") hands over, transfers or otherwise discloses to the other party ("receiving party"). Confidential information also includes hardcopies or electronic copies of such information.

5.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance.

5.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party

a) may only be used by the receiving party for the purposes defined above, unless expressly otherwise agreed in writing with the disclosing party;
b) may not be copied, distributed, published or otherwise disclosed by the receiving party. An exemption from the above rule applies to confidential information, which must be passed on to supervisory and/or accreditation bodies within the scope of an accreditation procedure;
c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with less than the objectively required due diligence.

5.4 The receiving party shall disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform services required for the subject matter of this contract. The receiving party undertakes to place these employees under the obligation to observe the same level of secrecy as that set forth in this non-disclosure clause.

5.5 Information for which the receiving party can furnish proof that

a) it was generally known at the time of disclosure or has become general knowledge without violation of this agreement, or
b) it was disclosed to the receiving party by a third party entitled to disclose this information, or
c) the receiving party already possessed this information prior to disclosure by the disclosing party, or
d) the receiving party developed it itself, irrespective of disclosure by the disclosing party;

shall not be deemed confidential information as defined in this agreement.

5.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or, on request by the disclosing party, to (ii) destroy all confidential information including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of this contract. Excluded from the above shall be all reports and certificates which we, in performance of our contractual obligations hereunder, prepared exclusively for, and which remain with, the client. We are entitled, however, to retain copies of these reports and certificates and of any underlying confidential information to furnish proof that our results are correct and to fulfil general documentation purposes.

5.7 From the start of this contract and for a period of five years after termination or expiry of this contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it itself.

6. Termination

6.1 Both contracting parties shall be entitled to terminate this contract observing a period of 6 months to the end of the contractually agreed term.

6.2 We are also entitled to terminate the certification contract without notice for important reason.

6.3 For the purpose of this contract "important reason" for TÜV Rheinland Cert GmbH shall be defined as follows

a) The client fails to notify us without delay of any changes or indications of changes in the organization which are relevant for certification,
b) The client misuses a certificate and/or certification mark or uses them contrary to the contract,
c) Insolvency proceedings are opened in respect of the client's assets or an application for such insolvency proceedings is rejected due to lack of assets,

6.4 In addition to the above, we shall be entitled to terminate the contract without notice, should the client be unable to comply with the time periods we scheduled for auditing/service provision as applicable to a certification procedure and should withdrawal of the certificate consequently be necessary (e.g. conducting of follow-up audits).

7. List of certified organizations

7.1 TÜV Rheinland Cert GmbH maintains a list of certified organizations and their scopes of application.

7.2 Suspended certifications according to Article 4.16 and withdrawn certificates according to Articles 4.9 and 4.17 as well as withdrawn certificates in the case of failure to comply with the required timeframe for auditing / service provision (e.g. performing of follow-up audits) incorporate into this list.

7.3 We are entitled to communicate to TÜV Rheinland Cert GmbH such information about the client's certification as is required to maintain the list of certified organizations.

7.4 The client hereby agrees that TRCert shall be entitled to make the list referred to in Article 7 above available to the public on request.

8. Right of TÜV Rheinland Cert GmbH to enter the contract

TÜV Rheinland Cert GmbH, located at
Am Grauen Stein
51105 Cologne
Germany

is entitled to enter the certification contract underlying these Terms and Conditions of Certification at any time.

9. Certificate replacement

9.1 Observing a period of notice of 1 month, we are entitled to replace issued certificates with new certificates (replacement certificates) at any time in the event of a change in the accredited certification body named on the certificate, provided replacement has not caused a change in the certification scope .

9.2 In the event of replacement, the client will be obligated as set forth in Article 9.1 to return to us the certificate to be replaced without delay.

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II. Special terms and conditions of certification governing accredited certification schemes of TÜV Rheinland Philippines, Inc.

The regulations set forth herein apply in addition to the General Terms and Conditions of Certification and are restricted to accredited certification schemes, i.e. schemes based on a national or international standard or code with accreditation, approval or recognition ("accredited certification schemes"). For the purpose of these Special Terms and Conditions of Certification, the term "Accreditation Body" will also include approval and recognition bodies and the terms "Accreditation Rules", "Accreditation Requirements", "Accreditation Standards" and "Accreditation Procedures" will apply mutatis mutandis also to the procedures of these bodies. Accredited certification schemes are governed by generally valid international accreditation standards plus any associated application guidelines, accreditation standards specific for the certification standard in question plus any associated application guidelines, certification standards plus any associated application guidelines, and the accreditation rules defined by the respective accreditation body including in particular:

- Generally valid international accreditation standards: e.g. ISO/IEC 17021, ISO 19011.
- Accreditation standards specific for the relevant certification standard: e.g. ISO 22003 for the food industry or ISO 27006 for IT.
- Certification standards such as ISO 9001, ISO 14001, ISO/TS 16949, BS OHSAS 18001, SCC.
- Accreditation rules defined by the respective accreditation body.

1 General Terms and Conditions for Accredited Certification Schemes

1.1 Certification audit

1.1.1 Certification audits consist of two stages. Stage 1 aims at obtaining an overview of the management system and its maturity (status of implementation). After this information has been obtained, the stage 2 audit may be performed, which assesses the establishment of and compliance with the management system.

1.1.2 Basically, the stage 2 audit may be carried out directly after the stage 1 audit. Should the stage 1 audit reveal, however, that the organization is not yet ready for certification, the stage 2 audit may not be carried out directly after completion of the stage 1 audit. In this case, the client must first take appropriate action to make the organization ready for certification. Any additional costs arising therefrom for the client or for us, i.e. including travel costs, travel times and time lost, shall be borne by the client.

1.1.3 The interval between the stage 1 and the stage 2 audit must not exceed 6 months. Should more than 6 months elapse between the stage 1 and the stage 2 audit, the stage 1 audit shall be repeated. Any additional costs arising therefrom for the client or for us, i.e. including travel costs, travel times and time lost, shall be borne by the client.

1.1.4 When the interval is set between the stage 1 and the stage 2 audit, allowance shall be made for both the client's requirements and sufficient time for the correction of weaknesses. Generally, most of the auditing time is spent on the stage 2 audit.

1.2 Follow-up audit

1.2.1 To maintain validity of the certificate, on-site follow-up audits shall be carried out at least annually, at 12-month intervals. The due date is calculated from the last day of the certification audit. Follow-up audits may be carried out up to 3 months before, but at the latest exactly on, the due date.

1.2.2 To ensure these deadlines are observed even if dates have to be postponed at short notice, follow-up audits should be scheduled at the beginning of the above tolerance period if possible.

1.3 Re-certification audit

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

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

1.3.3 For a maximum period of 6 months following expiry of certificate validity, an audit may be performed by applying the number of auditor days for a re-certification audit, provided the certification decision is also made within these 6 months. Following successful re-certification, certificate validity will be extended by 3 years from the date on which the previous certificate expired irrespective of the permissible audit date.

1.4 Short-notice audits

A special audit may become necessary at short notice for the following reasons:

- Serious complaints and other circumstances of which the certification body becomes aware, which challenge the effectiveness of the client's certified management system and which cannot be eliminated in written form or within the next scheduled audit (e.g. alleged violation of law on the part of the client or its executives).
- Changes communicated by the client which impair the management system's effectiveness in such a way that the organization no longer complies with the requirements of the standard.
- As a consequence of a suspension of the client's certification.

1.5 Multi-site certifications

1.5.1 Multi-site certifications may be applied to organizations maintaining multiple production sites or branches functioning exclusively as field offices.

1.5.2 Multi-site certification is possible if the following criteria are fulfilled:

- All sites maintain a legal or contractual relationship with the organization's headquarters.
- Products/services are basically identical at all sites and are produced using identical methods and processes.
- A uniform management system has been defined for, and is established and maintained in, all branches/production facilities.
- The entire management system is monitored centrally under the direction of the Management Representative at the organization's central office, who is authorized to issue management system-related instructions to all branch offices/production sites.
- Internal audits and management reviews have been carried out at all branch offices/production sites.
- Certain areas carry out centralized activities on behalf of all branch offices/production sites, e.g. product and process design and development, purchasing, human resources (HR), etc.

1.5.3 In cases involving multi-site certification, the on-site auditing of sites may be spread over certification and follow-up audits. Headquarters must be audited annually in addition to the sampled sites.

2 Standard-specific terms and conditions for accredited certification schemes

Terms and conditions applicable to certain accredited certification schemes, which must be observed in addition to the General Terms and Conditions outlined under Art. 1 above, are listed below, separately for each specific standard concerned.

2.1 Supplementary terms and conditions for environmental management systems as per ISO 14001 and/or EMAS

2.1.1 These supplementary terms and conditions apply to the certification of environmental management systems as per:

- ISO 14001

and

EMAS (Eco Management Auditing Scheme).

2.1.2 Supplementary terms and conditions for stage 1 audits as per ISO 14001:

In cases involving initial certification, the stage 1 audit shall always be conducted on site.

Exceptions to the above rule shall only be possible if the following criteria are fulfilled:

- The audit team is familiar with the client's organization and its typical environmental aspects from previous audits,
- The client's organization already operates a certified management system as per ISO 14001 or EMAS, or
- most sites of the client's organization are classified as being of low or limited environmental relevance.

Document review shall cover the applicable system documentation and an overview of environmental aspects and legal requirements (including permits based on environmental law) to be complied with by the client.

2.1.3 Certification as per EMAS is governed by the basic EU Regulation and, in Germany, particularly by the Environmental Audit Act (Umweltauditgesetz, UAG) plus its Fees Regulation (UAG-Gebührenverordnung, UAGGebV).

2.2 Supplementary terms and conditions for certification schemes in the automotive industry ISO/TS 16949, VDA 6.x

2.2.1 The regulations set forth in the certification standards for the automotive industry listed below shall have priority.

- **ISO/TS 16949 –** Automotive certification scheme for technical specification ISO/TS 16949 Rules for achieving IATF (International Automotive Task Force) recognition.
- **VDA 6.x –** Certification scheme for VDA 6.1, VDA 6.2 and VDA 6.4 based on ISO 9001 (VDA-QMC Verband der Automobilindustrie - Qualitäts Management Center).

2.2.2 The certification procedure must cover all of the client's sites and in addition, fulfil the following requirements:

- a) The client shall notify us of any changes (see Section 2.2.3),
- b) The client cannot refuse an IATF witness audit,
- c) The client cannot refuse the presence of an internal witness auditor of us,
- d) The client shall authorize access for the IATF representatives or their delegates,
- e) The client shall authorize us to provide the final report to the IATF,

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- f) The only use of the IATF logo is as displayed on the certificate issued by us. Any other use of the IATF logo is prohibited. Clients can make copies of their ISO/TS 16949 certificate bearing the IATF logo for marketing and advertising purposes.

2.2.3 The client will notify the Certification Body without delay of matters that may affect the management system's capability to continue to fulfil the requirements of ISO/TS 16949 certification. These include, for example, changes relating to:

- a) legal status,
- b) commercial status (e.g. joint venture, sub-contracting with other organizations),
- c) ownership status (e.g. mergers and acquisitions),
- d) organisation and top management (e.g. key managerial, decision-making or technical staff),
- e) contact address or location,
- f) scope of operations and/or product range under the certified management system,
- g) IATF subscribing OEM customer special status,
- h) major changes to the management system and processes.

2.3 Supplementary terms and conditions for the food industry as per FSSC 22000

2.3.1 The client will irrevocably authorize us to submit the following data to

Foundation for Food Safety Certification
Postbus 693
4200 AR Gorinchen
Netherlands

The contract for auditing as per FSSC 22000.

The results – also in detail – concerning the FSSC 22000 contract, auditing and certification – irrespective of auditing success. These data will be saved in an online database at Foundation for Food Safety Certification.

2.4 Supplementary terms and conditions for product certification as per the IFS Food / IFS Logistic Standard (Version 1) / IFS Ogistics (Version 2) / IFS Broker / IFS Cash & Carry / Wholesale

2.4.1 These supplementary terms and conditions apply to product certification as per the following internationally recognized standards:

- IFS Food – Standard for auditing quality and safety for food products
- IFS Logistic Standard, version 1, June 2006 (valid until 2012.12.31)
- IFS Logistics – Standard for auditing logistical services in relation to product quality and –safety, version 2, July 2012 (valid from 2012.07.01)
- IFS Broker – Standard for auditing trade agencies, importer and brokers
- IFS Cash & Carry / Wholesale – Standard for auditing Cash & Carry markets and Wholesalers

2.4.2 The entire auditing and certification process, including logo use, is governed by the provisions set forth in the respective standard as amended as well as supplementing documents of IFS Management GmbH, like e.g. IFS Compendium of Doctrin.

2.4.3 Audit planning cannot be effected until the readiness review has been completed with a positive result and all differences of opinion between the certification body and the client eliminated.

2.4.4 This standard does not provide for multi-site certification.

2.4.5 If, between two certification audits, new processes or products different from those included in the scope of the current IFS audit are implemented (e.g. seasonal products), the certified company shall immediately inform us, who shall perform a risk assessment to decide whether an extension audit should be performed or.

2.4.6 The client undertakes to inform us within 3 working days of any legal steps related to product safety or product compliance of which the client becomes aware.

2.4.7 We do not accept any responsibility for the client's ability to use the IFS certificate/logo without any restrictions, for purposes of competition, in particular for advertising purposes.

2.4.8 The client will irrevocably authorize us to submit the following data to

IFS Management GmbH
Am Weidendamm 1A
10117 Berlin

- The contract for auditing as per IFS
- The results – also in detail – concerning the IFS contract, auditing and certification – irrespective of auditing success. These data will be saved in an online database at IFS Management GmbH.

2.4.9 IFS Management GmbH will be irrevocably authorized to make successful procedures, excluding detailed results, accessible to food retailers and wholesalers via the online database.

2.4.10 Whether IFS Management GmbH shall be allowed to disclose failed certification procedures and detailed results of failed and successful certification procedures to food retailers and wholesalers in its online database is in the client's discretion.

2.4.11 The client commits to granting IFS Management GmbH and its respective agents and employees unrestricted access as regards content to all required information within the framework of the "IFS Integrity Program" and to entitle it to

- enter properties, business premises, working areas and storage rooms as well as means of transport during business hours or operating time
- perform inspections
- inspect and verify all written and electronic business documents available and
- demand any required information.

If serious nonconformities are identified, IFS Management GmbH may define sanctions against the certification body which may lead to the withdrawal of the certificate, as the case may be.

2.5 Supplementary terms and conditions for product certification as per BRC Global Standard for Food Safety / /BRC/IoP Global Standard For Packaging and Packaging Materials / BRC Global Standard For Consumer Products

2.5.1 These supplementary terms and conditions apply to product certification as per the internationally recognized BRC (British Retail Consortium) standards:

- BRC Global Standard For Food Safety.
- BRC/IoP Global Standard For Packaging and Packaging Materials.
- BRC Global Standard For Consumer Products

2.5.2 The entire auditing and certification process shall be governed by the provisions set forth in the applicable standard as amended.

2.5.3 Audit planning cannot be effected until the readiness review has been completed with a positive result and all differences of opinion between us and the client eliminated.

2.5.4 This standard does not provide for multi-site certification.

2.5.5 Should the client become aware that the client's products cause health hazards or violate legal regulations, the client shall inform us without delay.

2.5.6 The client undertakes to inform us without delay of any legal steps related to product safety or product compliance of which the client becomes aware.

2.5.7 In cases involving product recalls, the client undertakes to inform us of the situation and the details leading up to this situation within 3 working days.

2.5.8 In cases involving certificate suspension or withdrawal, the client undertakes to inform the client's customers immediately of the root causes leading to certificate suspension or withdrawal. Information on the corrective actions to be taken in order to reinstate certification status has also be provided to customers.

2.5.9 The term of the contract covers at least one cycle of 3 regular audits (one initial certification audit and 2 regular follow-up audits) and ends exactly on the certificate's current date of validity at that time.

2.5.10 The client shall irrevocably authorize us to submit the following data via TÜV Rheinland Cert GmbH to "British Retail Consortium":

- The contract for auditing as per BRC.
- The results – also in detail – concerning the BRC contract, auditing and certification – irrespective of auditing success (e.g. copy of the audit report, certificates and all documents in relation to the audit).

2.6 Supplementary terms and conditions for the aerospace industry EN/ AS 9100

2.6.1 These supplementary terms and conditions apply to certification as per the internationally recognized EN 9100 standard:

2.6.2 To the extent required for verifying that criteria and methods within the scope of certification as per the EN 9100 series of standards are correctly applied, we shall be authorized, via TÜV Rheinland Cert GmbH, to grant access to the following parties: the German accreditation organization DGA - Deutsche Gesellschaft für Akkreditierung mbH, aviation authorities and member organizations of the German Aerospace Industries Association (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V., BDLI).

2.6.3 This also covers the disclosure of information and records associated with the certification body's TGA accreditation.

2.7 Supplementary terms and conditions as per BS OHSAS 18001 and SCC

2.7.1 These supplementary terms and conditions apply to the certification of occupational health and safety management systems as per the following internationally recognized standards:

- BS OHSAS 18001
  and management systems in the area of safety, health and environmental protection as per
- SCC (contractors/ production sector)
  and
- SCP (providers of personnel services).

2.7.2 In cases involving initial certification as per BS OHSAS 18001, the stage 1 audit shall always be carried out on site.

2.7.3 In cases involving SCC certification, the client undertakes to give auditors access to representative construction/work sites. An appropriate list of construction/work sites shall be submitted to the auditor three weeks prior to the audit.

2.7.4 In cases involving SCP certification, the client undertakes to grant access to representative construction/work sites or projects. Should the lessee refuse

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access to its company, construction/work sites or projects, the personnel leasing agency shall send a representative sample of temporary agency workers to the client's headquarters or its respective branch office, to ensure the auditor(s) can interview these workers within the scope of the audit.

2.7.5 Clients certified according to SCC or SCP may file an application for use of the SCC mark during their certificates' period of validity. Use of the certification mark is subject to the requirements set forth in Art. 3 of our General Terms and Conditions of Certification.

2.8 Supplementary terms and conditions of other TÜV Rheinland Organizations

For management system certifications with accreditations hold by other TÜV Rheinland Organizations (e.g. SA 8000, IRIS) additional standard specific certification requirements apply.

2.9 Supplementary terms and conditions for ISMS as per ISO/IEC 27001

Complementing the requirements for multi-site certifications set forth under Art. 1.5, the following supplementary terms and conditions apply to the certification of Information Security Management Systems (ISMS) as per ISO/IEC 27001:

2.9.1 Multi-site certifications may be performed in organizations which maintain several similar sites and have established an ISMS which covers the requirements of all sites.

A certificate applying to an organization and its sites may be issued if the following criteria are fulfilled:

a) All sites maintain the same ISMS, which is managed and monitored by a central function and subject to internal auditing and management review;

b) All sites are included in the organization's audit and management-review programme;

c) Initial contract review ensures that the differences between the individual sites are taken appropriately into account in sample selection

d) The certification body has sampled a representative number of sites taking the following aspects into account:

- The results of the internal audits carried out at the central office and at the sites
- The management review result
- The different sizes of sites
- The different business purposes of sites
- the level of ISMS complexity
- The complexity of the information systems at the different sites
- The different types of work operations
- The differences in ongoing activities
- The possible interaction with critical information systems or information systems processing sensitive data
- The different legal requirements

e) The representative sample refers to all sites included in the scope of the client's ISMS; the sites included in the sample are selected on the basis of the criteria listed under d) above and by means of random sampling.

f) Prior to certification all sites involving significant risks must be audited.

g) The surveillance programme ensures that all sites will be audited within a reasonable timeframe

h) Corrective actions taken at one site will be applied to the entire multi-site organization covered by the scope of the certification.

2.10 Supplementary terms and conditions for certification of Energy Management Systems as per DIN EN 16001 and ISO 50001

2.10.1 The rules of Deutsche Akkreditierungsstelle (DAkkS) „Akkreditierung von Zertifizierungsstellen für den Bereich Energiemanagementsysteme – EnMS" (71 SD 6 022) apply (www.dakks.de/doc_zm).

2.10.2 Multi-Site certification (matrix scheme) can only apply after end of first 3 year EnMS certification period (certification audit, two surveillance audits). In the first certification period all locations have to be covered in each audit. This does not apply for organisations which already are certified for ISO 14001 or EMAS at the respective locations of EnMS-certification.

2.10.3 Only in reasonable exceptional cases (very small enterprises, sufficient knowledge of certification body, because customer is already certified for ISO 14001, EMAS, §41-EEG, GHG at the respective locations) an on site visit during stage 1 audit can be resigned and stage 2 audit can be conducted immediately after stage 1 audit. The customer has to be informed about the risks of audit termination. The decision about above procedure falls to the responsible certification office.