

Terms and Conditions of Certification carried out by TÜV Rheinland RBI Certification

I General Terms and Conditions of Certification

The provisions listed below refer to the relevant standards, regulations and guidelines of the subject matter of the contract between the client and TÜV Rheinland Inspection Services.

All individual certification measures are performed by the Certification body independently and impartially, taking into account the principle of equality.

1. General regulations

- 1.1 The client is obliged to present the Certification body with all the information necessary for certification. This can be done by completing the "Questionnaire for quote preparation" form.
- 1.2 The client and the certification body may arrange a pre-audit, the scope of which can be jointly agreed on.
- 1.3 The audit at the company will verify the effectiveness of the implemented management system. During the audit the company will demonstrate the practical application of its documented procedures. Standards not met or standard elements not met are to be documented as nonconformity reports, for which the company needs to plan and implement corrective action.
- 1.4 At the end of the audit, the client will be informed about the audit result at a closing meeting. The result is documented later in an audit report. Non-conformities are documented and can, where necessary, lead to a follow-up audit based on the results (i.e. re-verification on-site) or to the submission of new documents. The Management System auditor will decide on the scope of the follow-up audit. The follow-up audit focuses exclusively on those standards requirements which were not fulfilled in the original audit.
- 1.5 After positive evaluation of the certification process documentation, the Certification body shall issue a certificate(s). The certificate(s) will be delivered to the client. The certificate will only be issued if all non-conformities have been resolved. The certificate shall be issued for the specified period.
- 1.6 To maintain the validity of the certificate, on-site surveillance audits are to be carried out. If the surveillance process is not completed, (including a positive decision on continuation by the certification body) the certificate loses its validity. In this case, all certificate copies issued must be returned to the certification body.
- 1.7 In a surveillance audit, the essential standard requirements are verified as a minimum. In addition, an assessment is made regarding the proper use of the certificate, regarding complaints concerning the management system and regarding the effectiveness of corrective actions related to the nonconformities from the previous audit. After each surveillance audit, the client receives a report.
- 1.8 During surveillance and re-certification audits or during an audit scheduled specifically for this purpose, extension to the geographical (e.g. additional sites) and technical (e.g. additional equipment and processes) scope of validity is possible, as are additions to the evidence of standards. The number of audit days depends on the scope of extension, which is to be defined clearly by the client and regulated by contract before the company is audited.
- 1.9 If in the course of the contract term there are changes to procedural requirements (e.g. company data, accreditation and regulatory requirements), the changes must be taken into account accordingly in the process, and the certification body must be informed immediately. This also applies to any resulting necessary changes to the number of audit days.
- 1.10 Costs incurred due to additional audit time from an unscheduled audit or follow-up audit, or from a verification of corrective actions to remedy nonconformities from a previous audit are to be borne by the client, and will be invoiced on a time and material basis. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with section 1.4 of the Special certification conditions.

2. Client obligations

- 2.1 The client will provide the Certification body with all the necessary documents in good time before each audit at no cost.
- 2.2 During the audit the client will allow the audit team nominated by the certification body and / or the auditor to view the records related to the scope of validity and will allow the team and/or auditor access to the relevant organizational units.

- 2.3 The client shall designate one or several audit representatives to assist the Certification body's auditor in the performance of contracted services. This/these person(s) will serve as the client's contact person(s).
- 2.4 After the certificate has been issued and during the contract period, the client must notify the Certification body of all changes having a significantly impact on the management system or the certified outcome, in particular:
 - Changes to the corporate structure and organization
 - Changes in the in-service and manufacturing AIA utilised;
 - Change to a different RBI health and safety standard;
 - Change of RBI team leader; and
 - Changes to the RBI risk matrix criteria.
- 2.5 The client is obliged to record all complaints from outside the company regarding the certified management system. The client shall take appropriate measures, document the actions taken and demonstrate these upon request to the certification body or to the auditor during the audit.
- 2.6 The client is obliged to present the auditor with correspondence and actions related to standardization documents and standard requirements for the applicable standard upon request.
- 2.7 The client commits to fulfilling the certification requirements at all times, including the implementation of corresponding changes.

3. Appointed auditors and the right to appeal against certification decision

- 3.1 The client has the right to object to the appointment of a particular auditor or expert if there is comprehensible reason against the appointment and the objection is justified accordingly.
- 3.2 In the case of the assignment of auditors who are not permanently employed by the TÜV Rheinland Group, the client's consent is required for these auditors to be assigned. This consent shall be deemed granted if the client does not file a protest against the assignment of the external auditor within one week of his/her appointment.
- 3.3 For accredited certification projects, the client agrees that the accreditation body's assessors may verify the client's documentation and may participate in the audit as witness auditors.
- 3.4 In the event of complaints and appeals regarding the progress or the content of the Certification body's auditing or certification process, which cannot be clarified by the certification body, the governing board or an arbitration board may become involved if the client contents to this.
- 3.5 The client has the right to appeal against the certification decision.

4. Scope of usage rights regarding certificates

- 4.1 If the agreed certification process is completed with a positive outcome, the client will receive the certificate from the certification body. The certificate will have the term of validity specified in the contract.
- 4.2 Upon issuance of the certificate pursuant to Section 4.1, the client will receive a single, non-transferable and non-exclusive right to make references to certification in communications media, such as documents, brochures or advertising materials.
- 4.3 Permission to use the certificate issued applies only to the client's business divisions specified in the scope of validity of the certificate. Use by non-specified divisions is strictly prohibited.
- 4.4 The client undertakes to use the certificate only to make a statement which is in line with certification about the client's organization or an area of the client's organization. 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.
- 4.5 The client is not authorized to make changes to the certificate.
- 4.6 The usage right expires if no valid certificate is present, especially at the end of the certificate term or if required surveillance audits are not performed.
- 4.7 The client's right to use the certificate will end immediately without the need for notice if the client uses the certificate in a manner which contravenes the provisions of Sections 4.1 to 4.6 or in any other manner which is contrary to the contract.

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- 4.8** The client's right to use the certificate will end in the period agreed in the event of an effective regular termination, or with immediate effect in the event of a justified extraordinary termination for good cause.
- 4.9** The usage right expires automatically if the maintenance of the certificate is prohibited by regulatory law or by a court.
- 4.10** Upon termination of the usage right, the client is obliged to return the certificate to the certification body.
- 4.11** The Certification body reserves the right to assert any claims for damages in the event of a violation of the contractual provisions.
- 4.12** The certification must not have the effect of bringing the Certification body into disrepute.
- 4.13** The client is not entitled to make statements about its certification which the Certification body might consider as misleading and unauthorized.
- 4.14** If it is foreseeable that the certification requirements will not be met only temporarily by the client, certification may be suspended. During this time, the management system certification is temporarily invalid.
- 4.15** If the reasons for suspension are not remedied within the agreed period of time (maximum 6 months), the certificate will be withdrawn.
- 4.17** The client provides certification documents to others only in their entirety.

5. List of certified organizations

- 5.1** TÜV Rheinland RBI Certification maintains a list of certified organizations and their scopes of application.
- 5.2** Suspended certifications and withdrawn certificates are incorporated into this list.
- 5.3** The Certification body is entitled to provide the list specified in Section 5.1 to the public on request.

II Special Terms and Conditions of Certification

The provisions set out here apply to accredited certifications in addition to the foregoing General Terms and Conditions of Certification. Where the term "accreditation body" is referred to in these special certification conditions, this includes authorizing and recognizing organizations. The terms "accreditation specifications", "accreditation requirements", "accreditation standards" and "accreditation procedures" correspondingly apply to the specifications and procedures of the authorizing or recognizing organizations. For accredited certifications, generally applicable international accreditation standards and any executing guidelines apply, as do certification-standard-specific accreditation standards and accreditation requirements of the accreditation body. These include, in particular:

- Generally valid international accreditation standard ISO/IEC 17021.
- Occupational health and safety Act of South Africa
- Accreditation specifications defined by South African National Accreditation System (SANAS).

1 General Terms and Conditions for Accredited Certification Schemes

1.1 Certification audit

- 1.1.1** The certification audit is conducted in two stages. The Stage 1 is designed to provide an overview of the management system and the implementation status. Using this information, stage 2 of the audit may then be performed, where the implementation and compliance of the management system is verified.
- 1.1.2** The client is required to have internal audit(s) and management review(s), of the RBI management system, conducted before the Stage 1 audit.
- 1.1.3** The Stage 2 audit may be conducted two weeks after the Stage 1 audit. However, if the Stage 1 shows that certification readiness has not yet been achieved, the client must first ensure certification readiness. The resulting additional costs of the client and the certification body, including travel costs, travel time and time lost, shall be borne by the client.
- 1.1.3** Stage 1 and stage 2 audits must not be more than 6 months apart. If there are more than 6 months between stage 1 and stage 2, the stage 1 audit must be repeated. The resulting additional costs of the client

and the certification body, including travel costs, travel time and time lost, shall be borne by the client.

- 1.1.4** For determining the time between the stage 1 and stage 2 audits, client requirements as well as the necessary time for correcting weaknesses are considered. Where the certification body is not able to verify the correction and corrective action taken on major nonconformities within 6 months after the last day of stage 2, another stage 2 audit will be conducted. The resulting additional costs of the client and the certification body, including travel costs, travel time and time lost, shall be borne by the client.

1.2 Surveillance audit

- 1.2.1** To maintain the validity of the certificate, on-site annual surveillance audits must be carried out as a minimum. Such audits will be 12 months apart. The due date is determined by the certification decision date. Surveillance audits may be performed up to 3 months before the due date. The first surveillance audit after the certification audit must be carried out by the due date and no later. All subsequent surveillance audits must be performed no later than one month after the due date.
- 1.2.2** To meet these time limits, even in the event of short-term postponements, surveillance audit dates should be scheduled so that they lie at the beginning of the stated tolerance period.

- 1.2.3** Certification could be suspended in cases where the client does not allow surveillance audits to be conducted within the time limits or where the client's certified management system persistently and seriously fail to meet requirements

1.3 Re-certification audit

- 1.3.1** To extend the certification for a further three-year period, a re-certification audit is to be performed at the client and concluded positively before the expiry of the validity period.
- 1.3.2** This procedure corresponds to that of a certification audit, whereby the necessity and scope of a stage 1 audit is established dependent on the changes to the management system and on the previous audit findings.
- 1.3.3** Upon successful re-certification, the term of the certificate is extended by another 3 years, starting from the expiry date of the previous certificate. The re-certification audit and the positive certification decision must have been done by the expiry date.
- 1.3.4** Where the certification body is not able to verify the correction and corrective action taken on major nonconformities prior to the expiry date of the previous certificate, the validity of the certification will not be extended.

1.4 Audits announced at short-notice

Under the following conditions, an extraordinary audit announced at short notice or unannounced may be required:

- Special audits may be required typically to verify if, where insufficient number of pressure vessels and steam generators inspection and test plans have been transferred into final approved scopes of work and available for execution, are completed, approved and made available for planning and execution.
- Serious complaints and other facts of which the certification body becomes aware, where these complaints of facts call the effectiveness of the certified management system of the client into question and cannot be resolved through written correspondence or during the next regular audits (e.g. alleged violation of law on the part of the client or its executives).
- Changes to the client's organization which impair the ability of the management system so that the requirements of the certification standard are no longer met.
- As a consequence of a suspension of the client's certification.

2. RBI Specific Terms and Conditions

- 2.1** A pre-requisite for RBI Certification is ISO 9001 compliance. Equivalent management systems shall be taken into consideration.
- 2.2** The entire auditing and certification process is governed by the provisions set forth in the Pressure Equipment Regulations and ISO/IEC Directives, Part 1, Consolidated ISO Supplement, 2015 - Annex SL
- 2.3** The client will irrevocably authorize the Certification body to submit data to the Department of Labour