TÜVRheinland®
Precisely Right.

Terms and Conditions of Certification of TÜV Rheinland Cert GmbH / LGA Intercert Zertifizierungsgesellschaft mbH

1 General 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 Cert GmbH / LGA InterCert Zertifizierungsgesellschaft mbH – hereinafter called the "Contractor".

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

1.1 General provisions

1.1.1 The client is obliged to present the Contractor with all information necessary for the standard to be certified. This can be done using the completed form entitled "Questionnaire for offer preparation".

1.1.2 The client will provide all the necessary documents before the certification body's audit. In particular, this may include:

- Management system documentation
- Allocation matrix (standard clauses to the company's management system documentation)
- Organization chart / organigram
- Representation of processes and process relationships
- List of controlled documents
- Lists of regulatory and legal requirements
- Other documents requested by the Contractor

1.1.3 The client and the Contractor may arrange a pre-audit, the scope of which can be jointly agreed on.

1.1.4 The audit at the company will verify the effectiveness of the implemented management system or processes. During the audit, the company will demonstrate the practical application of its documented procedures. Standards not met or standard requirements not met are to be documented in nonconformity reports, for which the company needs to plan and implement corrective actions.

1.1.5 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. Nonconformities 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 audit team leader will decide on the scope of the follow-up audit. For a follow-up audit, only those standards requirements are audited which were not fulfilled in the original audit.

If no conformity with the standard can be demonstrated in the time between the end of the audit and the certification decision, the certification will have to be refused.

1.1.6 "Certificates" means all conformity statements listed below, e.g. official records, statements of validity, and certificates in the narrow sense of the word. "Certification" means all evaluation, auditing, validation and certification processes. Based on these tests, the decision for granting, denying, maintaining, expanding or reducing the scope, renewing, suspending or restoring after suspension, or withdrawing of certification is made. The certificate(s) is/are issued by the Contractor after the positive evaluation of the certification process documentation. The certificates will be delivered to the client. The certificate will only be issued if the processing of all nonconformities are agreed by the Contractor. The certificate is issued for the specified period.

1.1.7 To maintain the validity of the certificate, on-site surveillance audits are to be carried out depending on the respective standard. 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.

1.1.8 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 (and of the certification mark, if applicable), regarding complaints concerning the management system the process or the certified product and regarding the effectiveness of corrective actions related to the nonconformities from the previous audits. After each surveillance audit, the client receives a report.

1.1.9 During surveillance and recertification audits or during an audit scheduled specifically for this purpose, extensions/ reductions to the geographical (e.g. additional sites) and technical (e.g. additional products) scope of validity are possible, as are additions to the evidence of standards. The number of audit days depends on the scope of the extension, which is to be defined clearly by the client and regulated by contract before the company is audited.

1.1.10 If in the course of the contract term there are changes to procedural requirements (e.g. company data, accreditation requirements), the changes must be taken into account accordingly in the process, and the contractual partner must be informed immediately. This also applies to any resulting necessary changes to the number of audit days.

1.1.11 Integrated management systems of different standards and evidence requirements can be certified in a combined process. Depending on the evidence requirements, these may be offered individually.

1.1.12 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 2.5.

1.2 Client obligations

1.2.1 The client will provide the Contractor with all the necessary documents in good time before each audit at no cost.

1.2.2 During the audit, the client will allow the audit team nominated by the Contractor 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, whereby also shift work has to be considered.

1.2.3 The client shall designate one or more audit representatives to assist the Contractor's auditor in the performance of contracted services. This/these person(s) will serve as the client's contact person(s).

1.2.4 After the certificate has been issued and during the contract period, the client must notify the Contractor of any changes having a significant impact on the management system, the process or the certified product, in particular:

- Changes to the certified management system
- Changes that affect the design or specification of the certified product
- Changes to the corporate structure and organization. This also applies to implementation or modification of shift work.

The client shall be further obliged, throughout the term of the contract, to communicate:

- Any incident affecting the safety of product and services
- Any non-compliance with statutory requirements identified by the market supervision and law enforcement branches of government

1.2.5 The client is obliged to record all complaints from outside the company regarding the management system, for example from customers, and all complaints addressed to the client regarding the conformity of a certified product or process with the requirements of the certification standards. The client shall take appropriate measures, document the actions taken and demonstrate these upon request to the Contractor or to the auditor during the audit.

1.2.6 The client is obliged to present the auditor with correspondence and actions related to standardization documents and standard requirements for the applicable certification standards upon request.

1.2.7 If the Contractor determines during product certifications that further examination is required due to the changes referred to in Section 1.2.4, the client is not allowed to release any products after the effective date of the changes if the products fall within the scope of product certification, until the Contractor has notified the client accordingly.

1.2.8 For product certifications, the client will inform the Contractor if the product no longer meets the requirements of product certification.

1.2.9 The client commits to fulfilling the certification requirements at all times, including the implementation of corresponding changes. The client also commits to operate the underlying management system, the process or the certified product continuously and effectively during the validity of the certification.

1.3 Appointed auditors, experts and assessors and the right to appeal against the certification decision

1.3.1 The client has the right to object to the appointment of a particular auditor or expert if there is a comprehensible reason against the appointment and the objection is justified accordingly.

1.3.2 In the case of the assignment of auditors who are not permanently employed by the TÜV Rheinland Group (external auditors), 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.

1.3.3 For certification projects, the client agrees that the accreditation body's or standard owner's assessors may verify the client's documentation and may participate in the audit as witness auditors.

1.3.4 In the event of complaints and appeals regarding the progress or the content of the auditing or certification process, which cannot be clarified with the Contractor, the governing board or an arbitration board may become involved if the client consents to this.

1.3.5 The client has the right to appeal against the certification decision.

1.4 Scope of usage rights regarding certificates and certification marks

1.4.1 If the agreed certification process is completed with a positive outcome, the client will receive the certificate from the Contractor. The certificate will have the term of validity specified in the contract or in the Contractor's certification conditions.

1.4.2 Upon issuance of the certificate pursuant to Section 1.4.1, the client will receive a single, non-transferable and non-exclusive right to use the certification mark in accordance with the conditions given in Sections 1.4.3 to 1.4.15 for the specified term of

the certificate. This applies even when the client refers to its certification in communications media, e.g. documents, brochures or advertising materials.

1.4.3 Permission to use the certificate and certification mark issued by the Contractor 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.

1.4.4 The certification mark for the certification of the management system, the process or the certified product may be used only by the client and only in close connection with the company name or logo of the client. It may not be displayed on or in relation to a product of the client. This also applies to the packaging of products, accompanying information, laboratory test reports, calibration certificates and inspection reports. If the client wants to give a statement on the packaging or in accompanying information concerning the certified management system, the certified process or the certified product this statement has to contain as a minimum:

- The company name of the client or the brand and the company name of the client
- The type of the management system respectively the management systems in the case of a combined management system, e.g. quality, environment, and the applicable standard, e.g. ISO 9001:2015, ISO 14001:2015.
- The company name of the Contractor

Hint: the definitions for product packaging and accompanying information of ISO 17021-1:2015, chapter 8.3.3 have to be considered.

1.4.5 The client undertakes to use the certificate and the certification mark only so that a statement corresponding to the certification is made relating to the client's company/division. The client must also ensure not to give the impression that the certification is an official verification, nor that system certification is the same as product testing.

1.4.6 The client is not authorized to make changes to the certificate or to the certification mark.

1.4.7 The client is obliged to design his advertising and the like in a way that it is clear that the certification is a voluntary one, carried out on the basis of a private legal agreement.

1.4.8 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.

1.4.9 The client's right to use the certificate or the certification mark will end immediately without the need for notice if the client uses the certificate and/or the certification mark in a manner which contravenes the provisions of Sections 1.4.1 to 1.4.8 or in any other manner which is contrary to the contract.

1.4.10 The client's right to use the certificate or the certification mark 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.

1.4.11 The usage right expires automatically if the maintenance of the certificate is prohibited by regulatory law or by a court.

1.4.12 Upon termination of the usage right, the client is obliged to return the certificate to the Contractor.

1.4.13 The Contractor reserves the right to assert any claims for damages in the event of a violation of the contractual provisions.

1.4.14 The certification must not have the effect of bringing the Contractor into disrepute.

1.4.15 The client is not entitled to make statements about its certification which the Contractor might consider as misleading and unauthorized.

1.4.16 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 client may not advertise the certification. The status in the accessible directory will be given as "suspended" in accordance with Section 1.5.

1.4.17 If the reasons for suspension are remedied within the agreed period of time, the certification will be renewed. If the reasons for suspension are not remedied within the agreed period of time, the certificate will be withdrawn.

1.4.18 The client is obliged to keep a record of the use of the certificate in business dealings. It should be noted that the Contractor is bound by the standards to monitor proper use by ways of random sampling. Information from third parties will be verified by the Contractor.

1.4.19 The client shall inform the Contractor immediately if he discovers that a third party is improperly using his certificate.

1.4.20 The client provides certification documents to others only in their entirety or as specified in the certification scheme.

1.5 Directory of certified companies

1.5.1 The Contractor is obliged to maintain a directory of certificate holders which includes the following information: name of certificate holder, applicable standard documents, scope of validity, geographical location (for multiple site certifications: geographical location of the head office and each location within the scope of validity).

1.5.2 Suspended certifications in accordance with Section 1.4.16 and withdrawn certificates pursuant to Sections 1.4.9 and 1.4.17 are included in the directory.

1.5.3 The Contractor is entitled to provide the directory specified in Section 1.5.1 to the public on request.

2 General Conditions for accredited certification

2.1 General Conditions for accredited certification

The provisions set out here apply to accredited certifications in addition to the foregoing General Conditions of Certification and apply only for accredited certification projects, i.e. certification based on national or international standards with accreditation, approval or recognition ("accredited certifications"). Where the term "accreditation body" is referred to in these 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 execution guidelines also apply, as do certification-standard-specific accreditation standards and any execution guidelines, along with certification standards and any execution guidelines and accreditation requirements of the respective accreditation body.

- Generally applicable international accreditation standards: e.g. ISO/IEC 17021, ISO 19011, ISO/IEC 17065
- Certification-standards-specific accreditation standards: for example, ISO 22003 for food industry and ISO 27006 for IT.
- EN 9104-001, EN 9101 for aerospace
- Certification standards such as ISO 9001, ISO 14001, IATF 16949, ISO 45001, SCC, ISO 50001
- Accreditation specifications of the respective accreditation body
- Designation rules for certification bodies of the German Federal Motor Transport Authority (Kraftfahrt-Bundesamt, KBA)

2.2 Certification audit

2.2.1 The certification audit is conducted in two stages. 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.

2.2.2 The stage 1 and stage 2 audits may be performed immediately one after the other. However, if the stage 1 audit shows that certification readiness has not yet been achieved, the stage 2 audit cannot be performed immediately afterwards. Instead, the client must first ensure certification readiness. The resulting additional costs of the client and the Contractor, including travel costs, travel time and time lost, shall be borne by the client.

2.2.3 Stage 1 and stage 2 audits must not be more than 90 days apart for IATF 16949 standard. If there are more than 90 days between stage 1 and stage 2, the stage 1 audit must be repeated.

Stage 1 and stage 2 audits must not be more than 6 months for other standards 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 (IATF/ ISO standards) of the client and the Contractor, including travel costs, travel time and time lost, shall be borne by the client.

2.2.4 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. In general, the focus in terms of time is on the stage 2 audit.

2.2.5 If the Contractor is not able to review and accept the implementation of corrections and corrective actions of any major/ minor nonconformity including a special audit for Major non-conformity within 90 days after the last day of stage 2, the certification decision is negative and the client shall start over with an initial certification audit (stage 1 readiness review and stage 2).

2.3 Surveillance audit

2.3.1 To maintain the validity of the certificate, on-site annual surveillance audits must be carried out as a minimum. The due date is determined by the date of the last day of the initial certification audit. The first surveillance audit after the initial certification audit has to be scheduled for the due date on the basis of surveillance audit interval as below:

Surveillance Interval	6 months	9 months	12 months
No of audits per 3 year cycle	5	3	2
Allowable time	-1 month/ +1 month	-2 months/ +1 month	-3 months/ +1 month

2.4 Recertification audit

2.4.1 To extend the certification for a further three years, a re-certification audit is to be concluded positively before the expiry of the validity period.

2.4.2 This procedure corresponds to that for the certification audit, whereby the necessity and scope of the stage 1 audit is established dependent on the changes to the client's management system, the client's organization or the context in which the client's management system is operating.

2.4.3 If there are no standard-specific rules, upon successful re-certification, the validity of the certificate is extended by another 3 years. The re-certification audit and the positive certification decision must have been done by the expiry date.

2.5 Audits announced at short notice or unannounced

Under the following conditions, an extraordinary audit announced at short notice or unannounced may be required. In these cases, the client cannot refuse the auditors.

- Serious complaints and other facts of which the certification body becomes aware, where these complaints and 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 audit (e.g. suspected criminal acts by the client or his senior staff).
- 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 the suspension of the client's certification.

2.6 Multi-site certification

2.6.1 Multi-site certification (ISO Standards) can be applied to companies with multiple sites or in a company with local offices or branches (sites). Several individual, independent and autonomous companies or organizations that are not interconnected in the sense of a corporate association and that use another non-group company or external organization to develop, implement and maintain a management system do not constitute a multi-site organization within the meaning of the IAF MD1 (IAF = International Accreditation Forum, MD = Mandatory Document) and therefore cannot be certified as a group.

2.6.2 Multi-site certifications are possible when the following conditions are met:

- All sites have a legal or contractual relationship with a central office.
- The products/services of all sites must essentially be the same and manufactured using the same methods and processes.
- The creation, implementation and maintenance of a unified management system which applies to all branches/sites.
- Monitoring of the overall management system via centralized control by the central management representative. The latter must be authorized to issue technical instructions to all offices/sites.
- Documentation of internal audits and management review for all offices/sites.
- Defined divisions work centrally on behalf of all divisions: product and process development, procurement, human resources, etc.

2.6.3 In multi-site certifications, the on-site auditing of sites can be distributed across certification and surveillance audits. The central office must be audited annually in addition to the selected sites.

2.6.4 The Contractor selects the sites to be audited.

2.7 Blended Audits / Remote Audits

2.7.1 Blended Audit is a combination of physical on-site auditing and virtual auditing (Remote Audit). Remote Audit can be performed up to 100%.

2.7.2 The contracting parties may agree to apply remote audit technics during the audit to a reasonable extent, provided that this is permitted according to the Accreditation Bodies/ Standard Publisher's instructions/ Certification Program owners.

2.7.3 The client has to have the appropriate information technology infrastructure and environment (e.g. internet access) in place.

2.7.4 For the remote audit the client has to have all relevant documents available online.

2.7.5 The client shall bear any additional costs (e.g. audit time) incurred by technical problems (e.g. poor internet connection) on the client side.

2.7.6 Video and audio recordings are not permitted unless previously agreed by both parties. Screen shots e.g. of reviewed documents or list of participants are allowed to document the remote audit.

3 Standard-specific conditions for accredited certification

The additional conditions for certain accredited certifications of the Contractor are listed below. These are in addition to the general certification conditions for each specific standard listed below.

3.1 Supplementary conditions for environmental management systems in accordance with ISO 14001 and / or EMAS

3.1.1 These supplementary conditions apply to the certification of environmental management systems in accordance with ISO 14001 and to verification and validation in accordance with EMAS (Eco Management Auditing Scheme).

3.1.2 Additional conditions for ISO 14001 stage 1 audit:

The stage 1 audit must be performed on site for the first certification. Only under the following conditions is it not mandatory to perform a stage 1 audit on site:

- the client and his typical environmental aspects are known to the audit team from previous audits, or
- the client already has a management system certified in accordance with ISO 14001 or EMAS, or
- the environmental impact of the client's sites is predominantly classified as low or limited.
- The document review must include, in addition to the relevant system documentation, an overview of the client's environmental aspects and environmental requirements (including environmental regulatory approvals and permits).

3.1.3 For audits in accordance with EMAS, the German Environmental Audit Act (UAG) including UAG fees regulations apply in Germany in particular, as well as the basic EU directive.

3.1.4 The client is obliged to inform the Contractor immediately if there has been a major environmentally relevant incident or a breach of environmental obligations in his company that requires official involvement. A major, environmentally relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The Contractor then decides whether or not a short-term, extraordinary audit is required (see 2.5). If it emerges that environmental management system is severely in breach of the certification requirements, the Contractor will adopt measures, which may lead to the suspension or withdrawal of the certificate.

3 .2 Supplementary conditions for automotive industry IATF 16949, VDA 6.x

3.2.1 The differing regulations referred to in the following certification specifications for the automotive industry take precedence.

- IATF 16949 - Automotive certification scheme for IATF 16949 Rules for achieving and maintaining IATF recognition, 6th Edition 2025 for IATF 16949, 1 November 2016 (IATF: International Automotive Task Force). VDA 6.x - Certification requirements for VDA 6.1, VDA 6.2 and VDA 6.4 based on ISO 9001 (VDA - QMC: Verband der Automobilindustrie - Qualitäts Management Center).

3.2.2 The client:

The client shall provide the certification body information related to previous and/or existing certification to IATF 16949 before contract signature.

1. shall notify the certification body of significant changes.
2. shall not refuse an IATF witness audit of the certification body.
3. shall not refuse a certification body internal witness audit.
4. shall not refuse the presence of IATF observers.
5. shall not refuse the request of the certification body to provide the final audit and nonconformity reports to the IATF.
6. Note: about the IATF logo see 3.2.9 below
7. Quality management system related consultants to the client shall not be physically present at the client's site during an audit and shall not participate in the audit in any way either directly or indirectly. The client's failure to meet this contractual requirement shall result in audit termination by the certification body.
8. shall provide pre-audit planning information to the certification body as required by the certification body.
9. About Transfer activities see 3.2.7 below
    - another IATF-recognized certification body. See below 3.2.8
10. shall remove all references to IATF 16949 certification from all internal and external marketing channels—including, but not limited to, websites and printed and electronic media—when its certification is cancelled, withdrawn, or expired.
11. The certification body shall notify its clients within ten (10) calendar days of any changes in the certification body's ownership status or loss of IATF recognition.
12. The certification body, including all of its sponsored IATF 16949 auditors, shall comply with all relevant data protection laws for the respective client jurisdictions and provide sufficient transparency regarding the use of relevant personally identifiable information (PII).

Any violation of provisions 1) – 8) above shall be considered a material breach of contract and shall lead to appropriate actions by the certification body, including, but not limited to, audit termination, audit cancellation, contract cancellation, or certification withdrawal.

A client's location shall not be included in a corporate scheme until it has been included in the legal contract between the certification body and the client.

3.2.3 The organization shall notify the Contractor immediately, of matters that may affect the capability of the management system to continue to fulfil the requirements of the IATF 16949 certification. These include, for example, changes

relating to:

- legal status
- ownership status (e.g., mergers, acquisitions, alliances, joint ventures, etc.)
- management structure (e.g., top management, key decision-making staff, etc.)
- contact address or location
- relocation of the manufacturing process(es) or support activities (see section 5.15)
- closure or relocation of a manufacturing site, extended manufacturing site, or a standalone
- remote support location (see section 5.15)
- scope of operations under the quality management system, including any new locations
- and/or support relationships to be covered in the certification scope
- outsourcing of quality management system processes to other organizations
- customer dissatisfaction scenarios that require certification body notification as described in
- IATF OEM customer-specific requirements (e.g., special status conditions, etc.)
- a signed contract with another IATF-recognized certification body (see section 7.1)

The Contractor may need to conduct a special audit in response to changes listed above.

Failure by the organization to inform the Contractor of a change listed above is considered as a breach of the legally enforceable agreement. Such failure may result in the issuance of a major nonconformity by the Contractor against ISO 9001 – IATF 16949 Requirement 4.2 – Understanding the needs and expectations

of interested parties or other appropriate action as decided by contractor.

3.2.4 Audit termination

The Contractor may not terminate an audit due to the identification of nonconformities.

3.2.5 Nonconformity management

The Contractor shall require the client to submit, evidence of the following as per

timelines below (in calendar days from the closing meeting of the site audit):

NC table of Management

Evidence submission	Major NC	Minor NC
The implemented containment actions and their effectiveness	(15) calendar days	(60) calendar days
The implemented correction	(15) calendar days	(60) calendar days
The root-cause analysis, including the methodology used, the results, and the consideration of the root cause's impact on other processes and products	(15) calendar days	(60) calendar days
The systemic corrective action plan to eliminate the identified root cause(s) and the method(s) identified for verifying the effectiveness of the systemic corrective action(s)	(15) calendar days	(60) calendar days
The implementation of the planned systemic corrective action(s) to eliminate the root cause(s)	(60) calendar days	(60) calendar days
The result of verification of the effectiveness for the implemented systemic corrective action(s).	(60) calendar days	(60) calendar days

If the information submitted for the fifteen (15) day response to a major nonconformity is rejected, the contractor shall request the client to resolve the reason(s) for the rejection and to provide an acceptable response to the nonconformity within a maximum of thirty (30) calendar days from the date of the audit closing meeting.
Where the information submitted for the sixty (60) day response to a major nonconformity (covering all items listed in IATF Rules section 5.11.1 e] – f]) or for a minor nonconformity (covering all items listed in IATF Rules section 5.11.2 a] – e]) is rejected, the certification body shall require the client to resolve the reason(s) for rejection and submit an acceptable nonconformity response within a maximum of ninety (90) calendar days from the audit closing meeting date.
In exceptional case(s) where the implementation of corrective actions cannot be completed within a maximum of ninety (90) calendar days from the closing meeting of the site audit, the Contractor shall consider the nonconformity open but

100% resolved when the following conditions have been met:

The client:

- provides evidence that containment is, and shall remain, in place until the systemic corrective actions are implemented and verified for effectiveness.
- provides a documented systemic corrective action plan which details the actions, timing, and responsibility for the implementation of the systemic corrective action(s).

The Contractor:

- The justification for the one hundred percent (100%) resolved determination is recorded in the IATF NC CARA.
- Scheduled onsite follow-up audit based on the accepted action plan and
  but no less than ninety (90) calendar days before the next regular audit.

If a resolution cannot be achieved within the required NC table of Management stated above, the nonconformity response shall be rejected, and the final audit result shall be failed. The certification decision shall be negative (see IATF rules section 5.12), and any existing certificate shall be immediately withdrawn.
When a nonconformity response is not received per the timing requirements in IATF Rules sections 5.11.1 and 5.11.2, the final audit result shall be failed, the certification decision shall be negative, and any existing certificate shall be immediately withdrawn.

3.2.6 Special Audits
In case of Major:

- Special on-site audit required.
- A special on-site audit to verify the effective implementation of systemic corrective actions shall not be conducted until a member of the audit team has accepted the sixty (60) calendar day nonconformity response.

3.2.7 Transfer audit from certification body X to TÜV Rheinland (=Contractor)

The client has to notify the former certification body about the intent to transfer to TÜV Rheinland. (= the Contractor).
The client shall notify the certification body of its intent to transfer once a legal contract is signed with a new certification body.

Note 1: This notification may allow the contract to be extended until all transfer activities are complete with the new certification body, which allows the IATF 16949 certificate to remain valid for a maximum of one-hundred-and-twenty (120) calendar days after the recertification audit due date (see section 10.0) or until the certificate expiration date, whichever comes first. In cases where a transfer occurs at a surveillance audit, the IATF 16949 certificate would be allowed to remain valid for a maximum of two-hundred-and-ten (210) calendar days after the surveillance audit due date.
Note 2: The certification body may have other valid reasons for cancelling the contract or withdrawing the client's certification before the transfer activities are completed.

3.2.8 Transfer audit from TÜV Rheinland (Contractor) to another certification body

The contract between the client and the Contractor can be extended until all transfer activities to the new IATF- recognized certification body is completed.
The client shall work with the certification body to resolve open issues related to its transfer to or from another IATF-recognized certification body.

3.2.9 IATF Logo

The only use of the IATF logo is as displayed on the certificate or the letter of conformance issued by the Contractor. Any other use of the IATF logo by the client is prohibited.

Note: The client may duplicate the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

3.2.10 Multi-site contract

The Contractor shall have a legal contract (i.e., a legally enforceable agreement) with the client for the provision of IATF 16949 certification activities. Where there are multiple client locations included in the scope of certification, the certification body shall ensure that each client location is covered by a legal contract between the certification body and client.

3.2.11 Re-certification

Upon successful re-certification, the term of the certificate is extended by another 3 years minus 1 day, starting from the recertification decision. The re-certification audit and the positive certification decision must have been done by the expiry date.

3.2.12 Surveillance audit

To maintain the validity of the certificate, on-site annual surveillance audits must be carried out as a minimum. The due date is determined by the date of the last day of the initial certification audit. The first surveillance audit after the initial certification audit has to be scheduled for the due date on the basis of surveillance audit interval as below:

Surveillance Interval	12 months
No of audits per 3 year cycle	2

Allowable time	-3 months/ +3 month

Surveillance audits shall be scheduled from the last day of the stage 2 certification audit, the last day of a recertification audit, or the last day of a transfer audit in accordance with Table above. The last day of the surveillance audit shall not exceed the maximum allowable timing. The Contractor shall cancel the certificate, update the certification status in the IATF Database, and inform the client of the certificate cancellation within seven (7) calendar days of the maximum allowable surveillance audit timing being exceeded.

Note! The only exception to this requirement is when the client is in the transfer process.

3.3 Supplementary conditions for ISO 22000 / FSSC 22000

3.3.1 These supplementary conditions apply for:

- ISO 22000 - Management systems for food safety - Requirements for any organization in the food chain
- FSSC 22000 Food v5.1 (ISO 22000 + ISO / TS 22002-1)
- ISO / TS 22002-1 - Prerequisite programs on food safety - Part 1: Food manufacturing
- FSSC 22000 Packaging v5.1 (ISO 22000 + ISO / TS 22002-4)
- ISO / TS 22002-4 - Prerequisite programs on food safety - Part 4: Food packaging manufacturing

3.3.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards and additional documents of Foundation FSSC 22000, e.g. FSSC 22000 Scheme v5.1, Part 2 (www.fssc22000.com).

3.3.3 The standards ISO/TS 22002-1 and/or ISO/TS 22002-4 may only be audited in combination with ISO 22000.

3.3.4 Multi-site sampling for ISO 22000 are only possible from a number of 25 sites in the areas of animal breeding, plant breeding, catering, distribution and/or transportation/storage.

3.3.5 The Contractor is irrevocably authorized by the client to provide the following information to the Foundation FSSC 22000, Stephensonweg 14, 4207 HB Gorinchem, Netherlands:

- the order for auditing in accordance with standard FSSC 22000,
- the detailed results relating to the order, the audit and certification in accordance with standard FSSC 22000, regardless of success or otherwise in the audit process. This information will be filed with the Foundation FSSC 22000 in its online database (Portal) and on the FSSC 22000 homepage (www.fssc22000),
- information according serious event details received from the client.

3.3.6 The client allows the Contractor to share information relating to the certification and auditing process with the Foundation FSSC 22000, GFSI and governmental authorities when required.

3.3.7 The client agrees to grant unlimited access to the Foundation FSSC 22000 and the Accreditation Body and its respective officers and employees to all necessary information, and grant them the right,

- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
- to carry out inspections,
- share information about the certified organization with the Foundation FSSC 22000 and government agencies, as appropriate,
- to view and examine all written and electronic business documents,
- to request necessary information.

If critical nonconformities are found, Foundation FSSC 22000 may establish sanctions against the client, which may lead to the withdrawal of the certificate.

3.3.8 At least one unannounced FSSC 22000 audit must be undertaken after the initial / re-certification audit and thereafter within 3-year-terms. The client can voluntary choose to replace all surveillance and recertification audits by unannounced annual audits. The client must inform the Contractor in writing, within 2 weeks after stage 2 closure, about the blackout days for the unannounced surveillance audit. Blackout days are the days in which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance activities in production, etc.) The company has 10 days per calendar year at its disposal for this purpose. Initial certifications are announced.

3.3.9 If the client refuses to participate in the unannounced FSSC 22000 audit, the certificate will be suspended immediately, and if the client does not give the Contractor the explicit opportunity to perform the unannounced audit within six month from the audit date, the certificate will be consecutively withdrawn.

3.3.10 If the auditor is not given access to the client company to be audited, the client will be liable for all costs resulting for the Contractor, especially remuneration for travel time, travel costs and the planning of the audit.

3.3.11 The client has to report to the Contractor within 3 working days:

a) Serious events. Serious events in this sense are especially:

- any possible legal steps regarding product safety or product compliance,
- client becomes aware that his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.),
- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

b) Following changes:

- any significant changes that affect the compliance with the Scheme requirements. Contact the Contractor in cases where there is doubt over the significance of a change,
- changes to organization name, contact address and site details,
- changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision-making or technical staff),
- changes to the management system, scope of operations and product categories covered by the certified management system,
- any other change that renders the information on the certificate inaccurate.

3.3.12 The Contractor in turn will take appropriate steps to assess the situation, if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.

3.3.13 Costs incurred due to additional effort (e.g. verification of corrections and corrective actions) due to serious event 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 2.5

3.3.14 The client is the owner of the audit report and the certificate holder.

3.3.15 When requested by the client, the Contractor actively provides the client access to the associated Organization Profile, Audit and Certification data registered in the Portal using the available functionality.

3.3.16 The contracting parties may agree to conduct remote audits instead of on-site audits, provided that this is permitted under the Accreditation Bodies/ Standard Publisher's instructions/ Certification programme owners.

3.4 Supplementary conditions for product certification in accordance with International Featured Standards IFS Food / IFS Logistics and IFS Broker

3.4.1 These supplementary terms apply to product certification according to internationally recognized standards for:

- IFS Food v7 – Standard for assessing product and process compliance in relation to food safety and quality
- IFS Food v8 - Standard for auditing product and process conformity in relation to food safety and quality
- IFS Logistics v2.3 - Standard for auditing logistical services in relation to product quality and safety
- IFS Broker v3.1 - Standard for auditing trade agencies', importers' and brokers' service compliance in relation to product quality and safety

3.4.2 The basis for the entire assessment and certification process, including logo usage, are the specifications of the applicable standards and additional documents of IFS Management GmbH, e.g. IFS guidelines / doctrine.

3.4.3 Assessments can only be planned when the check for certification readiness has been successfully completed and any differences between the opinions of the Contractor and the client have been resolved.

3.4.4 The company shall forward the filled out action plan, incl. the evidence of the corrections, to the auditor within maximum 4 weeks after the last audit date.

3.4.5 Multi-site certifications are not performed, except for IFS Logistics.

3.4.6The Contractor does not guarantee that the IFS certificate/logo can be used without restriction for the purposes of competition, in particular for advertising purposes.

3.4.7 The Contractor is irrevocably authorized by the client to provide the following information ("Data") to IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin. The following data will be stored at IFS Management GmbH:

- The order for auditing in accordance with the IFS standard.
- The detailed results relating to the order, the assessment and certification in accordance with the IFS standard, regardless of success or otherwise in the assessment process.
  - Names, contact data, positions within the company.
    This is done in conjunction with auditing against an IFS standard of the client. The data is included in the audit report that IFS Management GmbH receives from the client, the auditor or the certification body. The data can also be viewed in the login area of the IFS Management GmbH website at www.ifs-certification.com. The data can be viewed by retailers that have been registered to use the login area.
- Information according serious event details received from the client.

3.4.8 The client is free to decide whether or not unsuccessful certifications, as well as the detailed results of passed and failed certifications may be made available by IFS Management GmbH to food retail companies via its online database.

3.4.9 The client agrees to grant unlimited access to the Accreditation Body and IFS Management GmbH and its respective officers and employees to all necessary information under the "IFS Integrity Program", and grant them the right:

- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
- to carry out inspections,
- to view and examine all written and electronic business documents,
- to request necessary information and
- to perform unannounced audits.

If serious nonconformities are found, IFS Management GmbH may establish sanctions against the client, which may lead to the withdrawal of the certificate.

3.4.10 At least one unannounced IFS Food Assessment / IFS Logistics audit shall be undertaken within 3-year-terms. In the event of non-participation, the certification will not be continued and the client must bear the costs incurred. The client informs the Contractor in writing about the blackout days by 10 days / year, during which the unannounced audit cannot be carried out (e.g. company holidays). More information (e.g. audit protocol unannounced audits) are written on the homepage of the standard owner (www.ifs-certification.com).

3.4.11 The client has to report serious events to the contractor within 3 working days. Serious events in this sense are especially:

- any possible legal steps regarding product safety or product compliance,
- client becomes aware that his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.),
- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

3.4.12 The Contractor in turn will take appropriate steps to assess the situation; if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.

3.4.13 Costs incurred due to additional effort (e.g. verification of corrections and corrective actions) due to a serious event 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 2.5.

3.4.14 The contracting parties may agree to conduct an IFS Broker remote audit instead of on-site audit, provided that this is permitted under the Accreditation Bodies/ Standard Publisher's instructions/ Certification Program owners. The following conditions apply

- the client is actively IFS Broker certified,
- the client has the appropriate information technology infrastructure and environment (e.g. internet access) in place,
- the client has all relevant documents and records available online, or has a document scanner or similar, to enable the digitalization of further documents or records, if necessary

3.5 Supplementary conditions for product certification in accordance with the BRC Global Standard Food Safety / BRCGS Packaging Materials

3.5.1 These supplementary terms apply for product certification in accordance with the internationally recognized BRCGS standards:

- BRC Global Standard Food Safety v9,
- BRCGS Packaging Materials v6.

3.5.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards. This also includes, if applicable, "voluntary modules" commissioned by the client. Further information is available on the homepage of the standard owner (www.brcgs.com).

3.5.3 Audit planning can be done only when the check for certification readiness has been successfully completed and any differences between the opinions of the Contractor and the client have been resolved.

3.5.4 Multi-site certifications are not performed.

3.5.5. In the case of suspension or withdrawal of the certificate, the client shall immediately inform its customers about the circumstances that led to the suspension or withdrawal of the certificate. Customers will be informed of the corrective action taken to regain the certification status.

3.5.6 The Contractor is irrevocably authorized by the client to provide the following information to the "BRCGS":

- the order for auditing in accordance with the BRCGS,
- the detailed results relating to the order, the audit and certification according to the BRCGS, regardless of success or otherwise in the audit process. (e.g. copy of the audit report, certificates and other documents in connection with the audit),
- information according serious event details received from the client.

3.5.7 The client agrees to grant unlimited access to the "BRCGS" and the Accreditation Body and its respective officers and employees to all necessary information, and grant them the right

- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
- to carry out audits,
- to view and examine all written and electronic business documents,
- to request necessary information and
- to perform unannounced audits.

If serious nonconformities are found, "BRCGS" may establish sanctions against the client, which may lead to the withdrawal of the certificate. This provision also includes additional standard owners, who are taken into account in the framework of the "Voluntary Modules".

3.5.8 The client has to report serious events to the Contractor within 3 working days. Serious events in this sense are especially:

- any possible legal steps regarding product safety or product compliance,
- his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.),
- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

3.5.9 The Contractor in turn will take appropriate steps to assess the situation; if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.

3.5.10 Costs incurred due to additional effort (e.g. verification of corrections and corrective actions) due to serious event 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 2.5.

3.5.11 At least one unannounced BRCGS Global Standard audit shall be undertaken within 3-year-terms under the following conditions

- the client must inform the Contractor in writing, within 6 months after the last audit, about the blackout days for the unannounced surveillance audit. Blackout days are the days in which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance activities in production, etc.). The company has 10 days per calendar year at its disposal for this purpose (sites on a 6 month audit schedule (e.g. sites certificated to the Food Standard with grades C or D) may nominate a maximum of 5 days),
- in the event of non-participation, the certification will not be continued and the client must bear the costs incurred.

3.5.12 The contracting parties may agree to conduct the Blended Audit. Blended Audit is an audit, which comprises an remote assessment followed by an onsite audit. The following conditions apply (see additionally 2.7):

- the client is actively certified in accordance with one of the internationally recognized BRCGS standards (see 3.5.1),
- applicable for re-certification audits and not for the first BRCGS audit,
- for the remote assessment the client has all relevant records available online.

3.6 Supplementary conditions for the aviation / aerospace industry EN/AS 9100

3.6.1 These supplementary conditions apply to certification in accordance with the internationally recognized standard EN 9100ff.

3.6.2 The Contractor is entitled to grant member companies of Deutsche Akkreditierungsstelle GmbH (DAkkS), of the aviation authorities, and of the BDLI (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V.) rights of access to the extent required to verify the correct application of the criteria and methods for the issuance of certificates according to the EN 9100 series. This includes the release of information and records relating to the accreditation of the certification body by the DAkkS (formerly DGA and TGA). Organizations have to agree to the fact that accreditation bodies, OP assessors, customer representatives and rule-setting authorities may accompany a certification body audit as part of witness supervision or assessment of effectiveness of the audit process of the certification body.

3.6.3 The client must allow the Contractor to register level 1 data (i.e. information about issued certificates for AQMS standards ("AQMS" = Aerospace Quality Management System) - the public area) and level 2 data (e.g. information on and results of audits, assessments, nonconformities, corrective actions, reviews and suspensions - in the private sector) in the OASIS database ("OASIS" = Online Aerospace Supplier Information System). The client must grant access to the level 2 data contained in the OASIS database to his customers from the aviation industry, aerospace industry and defense industry and authorities on inquiry, unless there are justified reasons against this (e.g. competition, confidentiality, conflicts of interests).

3.6.4 The client must designate an employee who will register himself as OASIS database administrator for the organization in the OASIS database.

3.6.5 The stage 1 audit of the initial certification audit must be conducted on site. Stage 1 and stage 2 may not be performed directly one after the other.

3.6.6 For organizations with multiple sites belonging to the scope of certification, the organization is classified to a structure on the basis of the criteria of appendix B of EN in 9104-001. This classification is the basis for calculating the audit days for each site.

3.6.7 The client is obliged to provide his customers and potential customers with copies of the audit report and related documents and records upon request, unless there are justified reasons against this (e.g. competition, confidentiality, conflicts of interests).

3.6.8 A certificate will only be issued when all nonconformities have been corrected by means of a root cause analysis and corrective actions have been accepted and verified by the certification body.

3.6.9 In accordance with EN 9101, corrective actions for nonconformities – according to classification – must be submitted to the audit team leader by the organization within 30 days after the finding of the nonconformities. The certification body must initiate the process for certification suspension if an organization is unable to prove within 60 days after the creation of a nonconformity report (NCR) that the conformity with the respective standard has been restored. If AQMS-certified organizations lose their certification in accordance with the AQMS standard, they must inform their customers of the aviation, aerospace and defense immediately.

3.6.10 Classified material/ export control requirements: Prior to contracting for and conducting audits, the client has to inform the Certification Body about classified material or export control requirements, so that these aspects can be included in the contract and audit planning. In case that access restrictions related to auditors and, if necessary, Witness / OP assessors occur in specific areas during the audit it has to be clarified between client and certification body how access to these areas can be made during the audit, since only areas / processes can be listed within the scope of the certificate which have been audited adequately. Exclusions from processes are only permitted as given in requirements of the standard.

3.7 Supplementary conditions for ISO 45001 and SCC/SCP

3.7.1 These supplementary conditions apply to the certification of health and safety management systems in accordance with internationally recognized standards for

- ISO 45001
- and management systems in the area of safety, health and environmental protection in accordance with
- SCC (contractors/manufacturing sector) and
- SCP (personnel service providers).

3.7.2 For initial certification according to ISO 45001, the stage 1 audit must be conducted on site.

3.7.3 For SCC certification, the client undertakes to allow the auditors access to the relevant construction sites. A corresponding list of construction sites is to be submitted to the audit team leader at least three weeks before the audit.

3.7.4 For SCP certification, the client undertakes to grant access to relevant construction sites or projects. Should the hirer deny access to the company, to construction sites or projects, the temporary employment agency must appoint appropriate temporary employees for the audit to the client's central office or relevant branch, so that the auditor may interview these people.

3.7.5 SCC or SCP-certified clients may apply for the right to use the SCC logo for the duration of the term of the certificate.

3.7.6 The client is obliged to inform the Contractor immediately if there has been a major health and safety relevant incident or a breach of legal obligations in his company that requires official involvement. A major, health and safety relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The Contractor then decides whether or not a short-term, extraordinary audit is required (see 2.5). If it emerges that OSH management system is severely in breach of the certification requirements, the Contractor will adopt measures, which may lead to the suspension or withdrawal of the certificate. A serious violation exists, for example, in case of an accident at work with fatal outcome.

3.8 Supplementary conditions for other TÜV-Rheinland companies

For management system certifications where the accreditation is held by other TÜV Rheinland companies (such as SA 8000, IRIS), additional standard-specific certification conditions apply.

3.9 ISMS supplementary conditions in accordance with ISO/IEC 27001

In addition to the requirements under Section 2.6 regarding multi-site certifications, the following specifications apply for ISM systems in accordance with ISO/IEC 27001:

3.9.1 Multi-site certifications can be applied to organizations with multiple similar locations where an ISM system is introduced which covers the requirements for all sites.

Under the following preconditions, a certificate – including a list of sites – may be issued for an organization:

a) all locations have the same ISM system, which is centrally managed and monitored and is subject to internal auditing and management review,

b) all sites are included in the company's internal audit program and management review,

c) the first contract review ensures that the various sites are adequately reflected in the selection of the sample.

d) a representative number of sites will be selected by the Contractor subject to the following aspects:

- results of internal audits for the HQ and the sites
- management review results
- varying size of sites
- varying business purpose of sites
- complexity of the ISMS
- complexity of information systems at the various sites
- differences in operating methods
- differences in on-going activities
- possible interaction with critical information systems or processing of sensitive data
- varying legal requirements

e) The representative sample refers to all sites within the scope of the customer's ISMS; it is based on the assessment under point d) and on random factors.

f) Prior to certification, all sites where there are significant risks must be audited.

g) The surveillance audit program is designed so that all the sites are audited within a reasonable timeframe.

h) Corrective actions for nonconformities at one site must to be applied to all sites within the multi-site scope of certification.

3.10 Supplementary conditions for ISO/IEC 20000-1, ISO 22301 and ISO/IEC 27001

In case the organization has Management-System records which cannot be made available for review by the audit team because they contain confidential or sensitive information, TÜV Rheinland has to be informed with details of the corresponding rationale.

It will be decided if the management system can be audited adequately in the absence of this confidential information. If conclusion is that it is not possible to adequately audit the Management-System without reviewing the identified confidential or sensitive records, alternatively an intermediary accepted by both parties can review and confirm the information or the audit cannot take place.

3.11 Supplementary conditions for the certification of energy management systems according to ISO 50001

3.11.1 Certifications must comply with the certification-standards-specific accreditation requirements of ISO 50003.

3.11.2 For multi-site certifications, the conditions set out in Section 2.6 apply. Locations without employees are not calculated as additional locations for the determination of the audit time, but must be considered / audited adequately in the overall audit cycle (3 years).

3.11.3 In justified exceptional cases (micro-enterprises, sufficient current certification body knowledge as a result of ISO 14001 audit, EMAS validations, GHG verification) stage 1 and stage 2 of the audit can be performed immediately one after the other, but only if the dangers of aborting an audit have been clearly explained to the client. The decision rests with the Contractor.

3.12 Supplementary conditions for the German Approval scheme “AZAV”, on the basis of ISO/IEC 17065 in conjunction with ISO/IEC 17021. Only required and available in German language.

3.12.1 The Expert Body for the Approval of Providers and Measures according to SGB III/AZAV of TÜV Rheinland Cert GmbH (hereinafter referred to as FKS) offers its services to all providers of labor market services according to SGB III / AZAV. This enables the providers to demonstrate compliance with the requirements specified therein by a neutral certification body.

The supplementary conditions apply to:

- Certification of the quality assurance system (system certification) of a provider in the AZAV provider approval standard.
- the certification of the measures (product certification) of a provider in the AZAV measure approval standard.

3.12.2 The binding legal basis for the approval of providers and measures are the provisions of SGB III (Social Code, Third Book) and AZAV (Accredita-tion and Approval Regulation for Employment Promotion) as well as the associated guidelines and regulations in the currently valid version. In addition, accreditation requirements such as ISO/IEC 17021, ISO/IEC 17065, ISO 19011 as well as the respective current technical directives and recommendations of the advisory board according to § 182 SGB III and the responsible sector committee of the DAkkS apply, as long as they do not contradict legal regulations.

Other applicable standards can be, for example, ISO 9001 or similar standards.

3.12. 3 The certification and monitoring procedures are based on the processes of the respective standard. Approval as a carrier is granted for 5 years in each case. Approval of measures is regularly granted for 3 years. Surveillance audits are carried out at annual intervals.

The period for carrying out the surveillance audits is based on the due date (last audit day of initial approval) minus 4 weeks or plus 4 weeks.

After the expiry of the approvals (approval of the provider after 5 years, approval of the measure after 3 years), a new approval is required. Recertification or extension of certificates or approvals is not possible.

3.12.4 The carrier must submit a formal application for carrier approval to the FKS. When submitting the application, the institution is obliged to provide truthful information and to provide the relevant evidence in digital form:

- Type and scope of the system to be certified
- Type and scope of the requested marketing authorization (departments 1 to 6)
- The legal status
- Existing certifications, approvals and any special authorizations
- the status of business licenses, previous convictions, investigation proceedings and other necessary information on the applicant's reliability
- the financial and technical capacity of the organization and the suitability of its infrastructure
- the suitability of the organizational and personnel structure as well as the processes for the department(s) applied for
- the current range of measures offered by labor market services
- contractual agreements with the participants

3.12.5 In the application, the institution must make binding declarations regarding

- compliance with reporting obligations to the FKS, in particular in the event of changes to or discontinuation of certification requirements
- granting access to the affected organizational units within its company to authorized groups of people as part of audit procedures and processes.

3.12.6 After reviewing the application, the FKS informs the carrier of the result, requests any necessary improvements and names other bodies, persons and time periods involved in the certification procedure.

3.12.7 If the FKS discovers falsehoods in the application or in the declarations, this will result in the application being rejected. If these findings only become known during or after a certification procedure, this will result in the procedure being terminated and/or the certificate being withdrawn. In addition, the FKS reserves the right to take legal action.

3.12.8 The following regulations apply to the certification of associations in accordance with AZAV, in deviation from the general certification conditions:

An organization that is an independent legal entity is also considered independent within the meaning of AZAV.

An association of several legally independent organizations cannot apply for joint approval. Each carrier, whether a legal entity or a natural person, must apply to the FKS for approval for its organization.

Network certifications can therefore only be applied to organizations with legally dependent locations and/or organizations with branches that only have branch office functions.

This also includes outsourced training locations/training facilities (e.g. underground rooms, workshops, practice areas, etc.), administrative or other locations where the service is provided or managed.

3.12.9 The FKS must be notified of any changes to the carrier approval. This applies in particular to changes in connection with the legal, economic, organizational status or ownership of the institution, the organization, the management and the persons responsible, in connection with the approved specialist areas, resources and locations as well as in connection with other matters (e.g. initiation of official investigation proceedings) that have an impact on the institution's compliance with the requirements for approval.

In addition, all matters or circumstances that may affect the institution's ability to meet the certification requirements must be reported. The final assessment of whether or not the institution's ability to meet the certification requirements is affected is the responsibility of the FKS.

The changes must be reported to the FKS immediately before the occurrence of the event, but at the latest within 2 weeks of the occurrence of the reportable event.

3.12.10 If violations of the reporting obligation are identified, the FKS may take appropriate measures, which may range from a three-month suspension to the withdrawal of the license. The FKS reserves the right to take further legal action.

3.12.11 A formal application must be submitted to the FKS for the approval of continuing vocational training measures or measures for activation and vocational integration, usually 6 months before the planned start. Approval for measures can only be applied for by approved providers. The application documents specified by the FKS must be used.

In this application, the institution must provide at least the following information and documents:

- Number, type, economic sector and objective of the measure(s) applied for, broken down into the FbW and AVGS departments
- Measure notification list(s), brief description(s) of the measure(s), measure concept(s), needs analysis(s)
- Objective, target group, suitability assessment, absence management, success monitoring of completed measures, placement activities
- Duration, schedule and costs of the measure(s) applied for
- Location and type of infrastructure of the sites intended for implementation
- Qualifications, expertise and professional experience of the teaching staff deployed as well as their actual deployment and time commitment
- Documents with participants (training contract, internship contract, data protection, certificates of participation, certificates)
- Type and scope of any authorizations required for implementation
- Securing financing for federal or state regulations
- authorizations already granted or application procedures already carried out, as well as their results
- all other evidence and documents required by the FKS.

Certificates or recognitions from other independent bodies are credited in full or in part in a procedure corresponding to the approval procedure in accordance with AZAV. They must be notified to the certification body prior to the initiation of the procedure and proven by means of suitable documents.

Institutions that are approved by another competent body cannot apply for measures from FKS TÜV Rheinland Cert GmbH.

3.12.12 The procedure for approval of the measure begins with the written application assessment (conformity assessment) by the FKS. The carrier receives notification of the result of the assessment, any comments/supplements, the auditor responsible and the random sample specified for reference selection. The procedure must be completed no later than 6 months after acceptance of the application. In justified cases, a one-off extension of the deadline can be applied for.

3.12.13 Approvals of measures are generally carried out in the form of document checks (off-site). This can take place following the carrier approval or at any other time within a valid carrier approval.

3.12.14 When measures are approved for the first time or when measures are approved from a specialist or economic sector that has not previously been relevant for the carrier, an on-site inspection (e.g. facilities, special equipment, etc.) may also be required as part of the approval of measures. The same applies from a certain ratio of new approvals to the number of previously approved measures.

3.12.15 Upon approval, the carrier may request that all measures applied for be checked or that the random sampling procedure be applied by the FKS.

The random sample check (reference selection) can only be used for activation and vocational integration measures and for continuing vocational training measures, and only if these are within the average cost rate (BDKS) specified by the Federal Employment Agency.

The sample size depends on:

- Type and number of measures
- Economic sector or objective of the measure
- Duration of measure
- With or without parts of the measure with an employer (AVGS only)

The specifications for sampling and the conditions to be observed for sampling are regulated in the respective valid recommendations of the Advisory Board of the Federal Employment Agency or in the specifications of the responsible DAkkS sector committee.

When measures are approved via a reference selection, the approval requirements must actually be met for all measures included in the reference selection and subsequently checked; subsequent improvements are not permitted here. If a measure does not meet the approval requirements, a new random sample is determined. If this also does not meet the requirements, approval of all measures applied for under this simplified procedure is excluded.

3.12.16 Measures that exceed the BDKS cannot be included in the reference selection. A complete check is carried out on all measures that exceed the BDKS.

If the calculated measure costs exceed the BDKS by more than 25 percent, approval of these measures requires the consent of the Federal Employment Agency.

3.12.17 If deficiencies are subsequently identified in the approval of the measure, the procedure and decision of the FKS shall depend on whether the deficiency occurred before or after the measure was approved. The resulting procedure of the FKS is set out in the recommendations of the Advisory Board.

3.12.18 If a measure is carried out in cooperation with another institution, it must be determined which of the participating institutions will assume responsibility for the measure. The latter then submits the measure for approval. For example, providers who are involved in more than 50% of the implementation of the measure must submit the measure for approval.

The regulations on subcontracting contained in the current recommendations of the Advisory Board pursuant to Section 182 SGB III must be observed.

3.12.19 Changes to measures that have a significant impact on the content, achievable qualifications, duration or price of the measure must be applied for by the carrier. This also applies to changes to the planned implementation locations. Changes cannot be applied for or approved retroactively.

3.12.20 If violations of the reporting obligation are identified, the FKS may take appropriate measures up to and including the withdrawal of the license. The FKS reserves the right to take further legal action.

3.12.21 Monitoring audits are carried out at annual intervals. This also applies to the monitoring of approved measures.

3.12.22 The monitoring of the provider's approved measures is carried out on the basis of a random sample audit. In order to determine the number of measures in the range of measures to be audited by the competent body, a reference selection must be made for each subject area (Section 5 (1) sentence 3 nos. 1 and 4 AZAV). The specifications for the random sample audit are regulated in the respective valid recommendations of the advisory board in accordance with § 182 SGB III.

3.12.23 In the case of deficiencies in the approval of measures that are identified during a surveillance audit, the procedure and decision of the FKS shall be based on whether the deficiency occurred before or after the approval of the measure. The procedure of the FKS (suspension for rectification for a maximum of 3 months or withdrawal of approval) is defined in the recommendations of the Advisory Board.

3.12.24 The provider certificate, including the required annexes to the certificate, is drawn up in accordance with the requirements of SGB III, AZAV, the recommendations of the advisory board in accordance with § 182 SGB III and the accreditation requirements.

3.12.25 The certificate for the measure and any required annexes are issued in accordance with the requirements of SGB III, AZAV, the recommendations of the advisory board pursuant to Section 182 SGB III and the accreditation rules. The measures are presented separately for each subject area. In the event of deficiencies, the certificate can be suspended or withdrawn for a maximum of 3 months.

3.12.26 The FKS must be notified of any changes to approved measures. This applies in particular to changes in the duration of the measure, the content, the procedure, the calculation and the prices; to the inclusion of new locations or the discontinuation of locations, to changes in the personnel of the persons primarily responsible, e.g. teachers, trainers, educators and to changes in recognition by third parties, e.g. supervisory authorities.

In addition, all matters or circumstances that may have an impact on the approved measures must be reported. The final assessment of whether the certification requirements are still fulfilled is the responsibility of the FKS. In case of doubt, such facts or circumstances must therefore be reported immediately.

The changes must be reported to the FKS immediately before the occurrence of the event, but at the latest within 2 weeks after the occurrence of the reportable event (see point 3.12.9).

3.12.27 All activities of the auditors/evaluators and decisions of the FKS are subject to a fee. Notifications, results and decisions shall be sent to the authorized institution in writing in the form of a report.

3.12.28 In addition to the provisions under point 1.4.10 on termination, approved measures generally retain their approval until the respective period of validity expires, provided that a valid carrier certificate from another competent body confirming approval as a carrier is presented. The measures will continue to be monitored by FKS TÜV Rheinland Cert GmbH. The regulations in the recommendations of the advisory board according to § 182 SGB III apply accordingly.

An appeal can be lodged against all decisions made by the FKS
within the framework of the approval of carriers and measures within 4 weeks of receipt of the decision.

3.13 Supplementary conditions for the German certification scheme “MAAS-BGW”: Only required and available in German language

3.13.1 The basis for certification and re-certification is the integrated quality management system introduced by the client as well as the requirements of the DAkkS and the MAAS-BGW for the scope applied for. The subject of the surveillance is the current integrated quality management system in the certified scope on the basis of the currently valid version of the DAkkS and MAAS-BGW documents.

3.13.2 The client undertakes to fulfill the requirements of the MAAS-BGW.

3.13.3 The Customer undertakes to implement changes to the requirements of the MAAS-BGW within three years of their announcement, unless the period is shortened due to the requirements of the DAKKS, the MAAS-BGW or legal provisions that prescribe a different implementation period.

3.13.4 The audit is carried out in accordance with the requirements of ISO 17021, taking into account the specific requirements and interpretations of the BGW. Only persons who meet the requirements for MAAS-BGW auditors or leading MAAS-BGW auditors according to the respective valid specifications of the DAkkS and the MAAS-BGW shall be used as auditors.

3.13.5 In order to be able to make a positive certification decision within the scope of certification as well as re-certification and surveillance, the following prerequisites must be fulfilled by the client:

- The client is located in the area of responsibility of the BGW.
- Fulfillment of the MAAS-BGW according to the respective current specifications of the DAkkS and the BGW.
- Simultaneous auditing according to DIN EN ISO 9001 and MAAS-BGW in an integrated system.
- Elimination (correction) of all non-conformities (deviations) that may have been identified during the audit by providing evidence of appropriate measures analogous to ISO 9001.
- Any required follow-up audit must be carried out no later than 3 months after the last day of the integrated audit.
- Successful completion of a certification for the same scope according to DIN EN ISO 9001 in the respective valid version at the latest at the time of issuance of the certificate according to MAAS-BGW or successful maintenance of an ISO 9001 certification for the same scope.
- Compliance with the requirements for the implementation of a sampling procedure in the case of branch offices (see also group certifications under 2.6 and 3.13.12).

3.13.6 If the prerequisites for a certification or a re-certification according to item 3.13.5 are met, the certification shall be issued in the form of a German-language certificate. The period of validity of the certificate is usually 3 years from the date of issue, but depends on the period of validity of the ISO 9001 certificate. In the case of an already existing ISO 9001 certification, the period of validity may therefore be correspondingly shorter.

3.13.7 The certificate confirms that the customer has provided evidence that the requirements according to MAAS-BGW are fulfilled in the specified area of application.

3.13.8 The certificate does not certify legal conformity. The monitoring rights and obligations of the employers' liability insurance associations and other administrative bodies remain unaffected.

3.13.9 If it is determined during a surveillance audit that the client's quality management system deviates from the status determined during the initial certification, the contractor shall decide on the basis of the DAkkS and the BGW regulations whether the prerequisites for the use of the certificate continue to exist or whether it must be withdrawn.

3.13.10 The Contractor's personnel involved in certification and recertification or monitoring shall be obliged to maintain secrecy vis-à-vis third parties. Information about the content of the contract and the findings made during the execution of the contract may only be provided with the consent of the contractor. This does not apply to requests for information from courts or authorities in cases provided for by law. The client agrees to the disclosure of certain information from member companies of the BGW to the BGW (name and address of the company and its locations according to the scope of the certificate, BGW membership number, industry, number of employees, MAAS auditor(s) used, audit date, number and end of validity of the certificate) after successful certification by the contractor. With regard to companies that are not members of the BGW, information on the industry and size/number of employees will be provided. However, the client may object to inclusion in a reference list published online by the BGW and to forwarding to state occupational health and safety authorities in accordance with the Guideline Organization of Occupational Health and Safety of the Joint German Occupational Health and Safety Strategy.

3.13.11 If the client terminates the contract and changes to another certification body, the client is entitled to make the contents of the previous audit reports and certificates available to the other certification body in a suitable form.

3.13.12 Prerequisites for carrying out the sampling procedure for clients whose company has several branches (see also 2.1.5 Group certifications):

- The individual branches are dependent on the client (center), must be subject to a common QM system and must jointly fulfill the MAAS-BGW. All requirements of the MAAS-BGW must be fulfilled by the head office.
- A contractual relationship exists only between the contractor and the client (head office), regardless of the legal status of the branch(es).
- The number of random checks, also within the framework of the monitoring procedure, is determined by the number of companies included. Each inspection includes all sections of the MAAS-BGW.
- The client (head office) must also arrange for corrective measures to be carried out in the branches and monitor their implementation.
- The client (head office) is responsible for ensuring that the branches meet the requirements for certification on a permanent basis and bears the consequences in the event of non-compliance.
- In this respect, the conduct of the branches is fully attributed to the client as its own conduct. Accordingly, the certificate must be withdrawn if one of the included branches fulfills the conditions for withdrawal.

3.13.13 The use of the MAAS-BGW mark outside of the certificate follows the BGW mark statutes and can be applied for by certified companies directly by presenting the accredited certificate.

3.13.14 The client agrees to have a witness audit carried out by assessors of the accreditation body or the BGW at any time.

3.14 Supplementary provisions for the assessment of management systems with requirements relevant to approvals or Teilegutachten under road traffic law ARR (Approval Relevant Requirements)

3.14.1 The "Rules for the Designation/Recognition of Technical Services (Category C)" of the German Federal Motor Transport Authority (Kraftfahrt-Bundesamt, KBA) in the current version shall apply.

3.14.2 For each audit, the client shall provide the Contractor with information on existing or planned road traffic approvals or Teilegutachten.

3.14.3 The approval and recognition authorities shall have the right to request at any time audit reports, quality records and other documents relevant to type-approval.

3.14.4 The client may not use certificates, CoP information, audit reports or the like, which have been prepared within the scope of the procedure ARR, or parts thereof, in a way that is misleading.

3.14.5 The client and holder or potential holder of type approvals under road traffic law is hereby informed that he is subject to the rights and obligations of an approval holder (inter alia, in accordance with the "Information Sheet on Initial Assessment (MAB)" of the Kraftfahrt-Bundesamt). These rights and obligations are valid independently of the certification/assessment process.

3.14.6 The client and owner or potential owner of Teilegutachten is advised that he is subject to, synonymous with, the rights and obligations of an approval holder according to the aforementioned sections. These rights and obligations are valid independently of the certification/assessment process

3.14.7 The client and owner of type approvals under road traffic law or of Teilegutachten for several objects must create a program for the regular checking of the approved or Teilegutachten relevant characteristics. The type of inspection, interval and sample size shall be justified. Records shall be kept and retained for an appropriate period of time for the implementation of the program.

3.14.8 The client and holder of type approvals under road traffic law or of Teilegutachten must carry out internal audits at appropriate intervals to assess compliance with the requirements relevant to approval or Teilegutachten and have them assessed by the management.

3.14.9 In the event that the client and holder of type approvals under road traffic law or of Teilegutachten has the relevant objects manufactured in their entirety or to a significant extent in legally independent companies (external production facilities), the assessment will evaluate the extent to which the client fulfils its obligations to monitor production.

3.14.10 Proof of the QM system at the external production site can be provided by an assessment by the Contractor or by the following alternative measures:

- Proof of a certificate, an attestation of ARR or a verification confirmation of the external production site. These documents should include requirements relevant for approval and be issued by a designated technical service.

- In the case of the external production of approved objects (KBA), the production facility must meet the requirements of the current "Information Sheet on Initial Assessment (MAB)" of the Kraftfahrt-Bundesamt.
- In the case of external production of objects relevant to Teilegutachten, the production facility may have to meet additional requirements in accordance with the technical services conducting the assessment.

3.14.11 During the period of validity of the certificate or the attestation of ARR, the manufacturer must provide the following information to the certification body:

- Changes in production methods
- Changes with regard to the production sites

3.14.12 As a result of each audit of an approval holder or a potential approval holder (KBA), a "CoP report" is prepared and transmitted by the certification body to the Federal Motor Transport Authority (KBA).

3.14.13 A major deviation - beyond the requirements of ISO/IEC 17021-1 - is defined as follows:

- There is a risk that
  - o A product is brought into market with an approval sign although it has not been approved or that the product otherwise appears as approved or
  - o A non-conform product can be brought into the market or
  - o Malfunctioning products cannot be recalled.
- The approval holder does not comply with the stipulations given in the approval and does not immediately implement adequate corrections and corrective actions
- Other serious violations of approval relevant requirements.

3.14.14 Irrespective of the client's (approval holder's) duty to inform, the Contractor must inform the Kraftfahrt-Bundesamt (Federal Motor Transport Authority) immediately in the following cases, among others:

- Major deviations from approval relevant requirements in the audited organization, if the organization does not immediately and effectively implement adequate corrective actions and corrective measures.
- Definitive refusal of a certificate of compliance with the approval relevant requirements.
- Invalidation, restriction or suspension of the certificate for approval relevant requirements and for ongoing procedures therefore.

3.14.15 The client undertakes to allow a Witness assessor from the Designation Authority to participate in the audit.

3.15 Assessment of approval-relevant or Teilegutachten relevant requirements (Procedure ARR) with issue of an attestation of ARR in case a certified QM system (ISO 9001 or IATF) is available.

3.15.1 In addition to the rules and procedures of the applicable certification procedures (ISO 9001 or IATF) the following supplements apply.

3.15.2 The process for the initial assessment audit in the procedure ARR is as follows. All procedural steps including the audit can be carried out separately for the procedure ARR or in combination with the certified procedures.

- Optional information meeting with focus on the procedure ARR
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to approval-relevant or Teilegutachten relevant requirements for the readiness evaluation if required
- Audit planning
- Audit execution
- Processing and verification of corrective actions or repeat-audit if necessary
- Internal review process by the ARR product management of the certification body
- Transfer of the CoP report to the approval authority (in case of approval holders or potential approval holders)
- Providing the attestation of ARR with binding to the validity of the applicable certification procedure.
- Sending the attestation of ARR and the CoP report to the client.

3.15.3 Surveillance audit

An annual surveillance audit is performed according to the rules of the applicable certified procedures. All procedural steps up to and including audit performance can again be carried out separately for the procedure ARR or in combination with the certified procedures.

For each surveillance (for approval holders or potential approval holders) an update CoP report shall be submitted to the approval authority.

3.15.4 Re-assessment

In the course of the re-certification according to the rules of the applicable certified procedures, a repeat assessment is performed in the procedure ARR. All procedural steps up to and including the performance of the audit can again be performed separately for the procedure ARR or in combination with the certified procedures.

An updated attestation of ARR is issued after successful re-assessment. An update CoP report (for approval holders or potential approval holders) is submitted to the approval authority.

3.16 Assessment of requirements relevant to approval or Teilegutachten (verification procedure) with issue of a verification confirmation, without existence of a certified QM system.

3.16.1 In this case, the verification procedure for the initial assessment is as follows:

- Optional information meeting on the verification procedure
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to Teilegutachten relevant requirements for the readiness evaluation, if required
- Audit planning
- Audit execution
- Processing and verification of corrective actions or repeat-audit if required
- Internal release process by the product management ARR of the certification body
- Issue of the confirmation of ARR with limitation of the validity to 1 year in a first step.

3.16.2 Surveillance audit

In principle, a surveillance audit is planned for the first assessment in the verification procedure approximately one year after the initial audit and the validity of the verification confirmation is limited for this time. The decision on this is made when the verification confirmation is released.

After a successful surveillance audit, the validity of the verification confirmation is extended to 3 years, starting from the initial audit date.

In the case of reassessments, there is generally no annual surveillance.

3.16.3 Re-assessment

On expiry of the validity of the confirmation of ARR, a re-assessment is agreed in due time in the verification procedure.

3.17 Assessment of requirements relevant to approval (audit for initial assessment) without issuing an attestation of ARR, with or without existence of a certified QM system.

3.17.1 The procedure for the initial assessment audit is as follows:

- Optional information meeting on the procedure ARR
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to approval-relevant requirements for the readiness evaluation, if required
- Audit planning
- Audit execution
- Processing and verification of corrective actions or repeat-audit if required
- Internal release process by the product management ARR of the certification body
- Transfer of the CoP report to the approval authority

3.17.2 Surveillance audit

In principle, no surveillance audit is provided for. The decision on further monitoring measures is the responsibility of the approval authority.

3.17.3 Re-assessment

In principle, no re-assessment is provided for. The decision on further monitoring measures is the responsibility of the approval authority.

3.18 Supplementary conditions for the confirmation of green conditionality acording to EnSimiMaV, EnFG, BECV and SPK-R: Applies only to German companies or locations in Germany.

3.18.1 The publications of the responsible ministries BMWK and BMU as well as of the authorities BAFA (for EnFG see, among others, form declarations on "grüne Konditionalität (green conditionality)") and DEHST shall apply in their respective valid versions.

3.18.2 The Contractor shall be entitled to request further information from the Customer for the issuance of the confirmation.

3.18.3 In addition, the Customer shall ensure that all relevant documents are available as early as possible. This includes in particular the following bases for verification: self-declaration/ declaration of the organization, action plans of the last 3 years, lists of ideas, result reports according to DIN EN 17463, offers and calculations, calculation of the internal interest rate, price increases, degradation. As far as the legislator, BAFA or DEHSt provide for or require additional proofs and documentation, these are to be provided additionally by the client (e.g. the report of the energy management system).

3.19 Supplementary conditions for certified quality in gaming arcades - protection of minors, player protection, operational management

Points 1.1.2 and 1.1.11 are not applicable to the arcade standard.

Chapters 2.2 to 2.7 are also not applicable to the gaming arcade standard. The changes are listed here.

The validity of the certificate is two years, provided all surveillance audits / mystery audits are carried out properly.

3.19.1 Certification audit:

- The certification audit takes place at the head office and the arcade. Ideally, the head office should be audited before the arcade, as the results have an impact on the audit time in the arcade.

- If the contractor is not able to review and accept the implementation of corrections and corrective actions for major/minor non-conformities including a special audit for major non-conformities within 90 days after the last day of the certification audit, the certification decision is negative and the client must restart with an initial certification audit

3.19.2 Surveillance audit:

- To maintain the validity of the certificate, on-site surveillance audits must be carried out at least once a year.

3.19.3 Re-certification audit

- In order to extend the certification for a further two years, a re-certification audit must be successfully completed by the client before the expiry of the validity period.

- The procedure corresponds to that of the certification audit.

- If re-certification is successful, the term of the certificate is extended by 2 years. The recertification audit and the positive certification decision must be completed by the expiration date.

3.19.4 Audits or mystery audits announced or unannounced at short notice

Under the following conditions, an unannounced, extraordinary audit or an audit announced at short notice may become necessary. In these cases, the client cannot refuse the auditors.

- Serious complaints and other matters of which the certification body becomes aware that call into question the effectiveness of the client's certified management system and which cannot be resolved in writing or as part of the next regular audit (e.g. suspected violations of the law by the client or its managerial staff).

- Changes at the client that affect the capabilities of the management system to such an extent that the requirements of the certification standard are no longer met.

- As a consequence of a suspension of the client's certification.

- Due to legal regulations.

3.19.5 Certification of companies with multiple locations

- Multi-location certifications can be used for companies with several locations or for companies with branches that only have branch office functions. Several individual companies or organizations that operate independently of each other and on their own responsibility, which are not linked to each other in the sense of a corporate relationship and use another company or external organization that does not belong to the group of companies to develop, introduce and maintain a management system, do not constitute a multi-site organization within the meaning of IAF MD1 (IAF = International Accreditation Forum, MD = Mandatory Document) and therefore cannot be certified as a multi-site procedure.

- The requirements for multi-site certification are described in the standard. Random sampling in accordance with IAF MD 1 is not permitted.

3.20 Clause de non-responsabilité :

En cas de divergence d'interprétation ou d'appréciation, la version anglaise prévaut sur la version française