

A. General Certification Terms and Conditions

The below rules refer to valid standards, regulations and guidelines applicable to the subject of the contract between the Customer and TÜV Saarland Certification GmbH ("Contractor" or "Certification Body"). When commissioning the Certification Body, the applicant and the Customer accept the Testing and Certification Terms as amended and the TÜV Saarland Certification GmbH General Terms and Conditions as being of the essence and legally binding. Existing contract relationships are subject to the Testing and Certification Terms as amended and the TÜV Saarland Certification GmbH General Terms and Conditions which can be read on the internet, inspected at the certification centre and, upon request, be delivered. The Certification Body may commission sub-contractors. The Contractor performs all individual certifications on an independent and impartial basis under consideration of the principle of equality.

1. General provisions

- 1.1 The Customer must provide the Contractor with information required for certification.
- 1.2 Prior to the Certification Body's audit, the Customer provides documents required, which the Contractor will request to be submitted in a timely manner.
- 1.3 As an option, the Customer and the Contractor may agree upon pre-audits, whose scope must be determined.
- 1.4 During audits, companies show practical application of their documented procedures. Required standards which companies fail to meet will be recorded in deviation reports; companies must then determine corrective measures.
- 1.5 At the end of the audit, the Contractor informs the Customer about the auditing results in a final discussion; the results will then be documented in an audit report. Deviations will be documented and, if necessary, lead to on-site follow-up audits or the submission of new documents and their audit. The lead auditor decides upon the need for or the extent of follow-up audits based on all the deviations determined.
- 1.6 "Certificate" means any certificates of conformity, e.g. deeds, validity declarations and certificates in the narrow sense. "Certification" means any evaluation, auditing, validation and certification procedures. Decisions on certificate granting/extension, scope extension/limitation and certification renewal, suspension, revival or withdrawal will be based on these audits. The Contractor issues and delivers the certificate(s) to the Customer following successful certification procedure documentation audits. Only if any deviations were corrected will certificates be issued and they are valid only for a given period.
- 1.7 To maintain certificate validity, on-site monitoring audits must be performed depending on the relevant standards. If monitoring and a positive decision did not lead to certification extension, the relevant certificates are no longer valid and must be returned to the Certification Body.
- 1.8 As a minimum, monitoring audits assess fulfilment of important standards, but they also evaluate ordinary certificate (and certification mark) usage, complaints and effectiveness of correction measures for deviations determined in previous audits. After each monitoring audit, the Customer is provided with an audit report.
- 1.9 Scope extensions/restrictions and code check supplements are available during monitoring/re-certification audits or individual appointments. The effort depends on the extent of such extensions, which companies must define and contractually agree upon prior to the audit. Certification extension validity periods are limited to the validity period of existing certifications.
- 1.10 Should changes to procedure requirements (e.g. company data; accreditation requirements) occur during the contract term, these changes must be accordingly considered for the procedures and the Contract Partner must be immediately informed. This applies also to changes to certification efforts resulting from this.
- 1.11 Should different standards be used as a basis, they might undergo combined certification; these audits will be offered on an individual basis.
- 1.12 The Customer must bear the costs of additional efforts due to extraordinary/follow-up audits and verification of corrective measures to rectify deviations from previous audits; they will be charged at cost. This applies also to costs caused by extraordinary audits to be performed at short notice in terms of para. 1.4 of the Special Certification Terms and Conditions.

2. Customer's duty to cooperate

- 2.1 Prior to audits, the Customer provides the Contractor with required documents on a non-paid basis.
- 2.2 During the audit, the Customer grants the auditor(s) a right to inspect any records affected by the audit scope and access to the relevant organisational units.
- 2.3 The Customer identifies single or several audit representatives who assist the Contractor's auditor(s) and who can be contacted.

- 2.4 After being certified, the Customer must inform the Contractor about all changes during the contract term considerably impacting on certification requirements fulfilment, including, without limitation, organisational and management changes.

- 2.5 The Customer undertakes to always fulfil the relevant certification requirements, including implementation of related modifications.

- 2.6 The customer agrees to record and retain all complaints made known to the customer regarding compliance with the certification requirements. Furthermore, the customer undertakes to make these records available to the certification body upon request; and

to take appropriate action in respect of such complaints and any defects discovered in the products which affect compliance with the certification requirements;

document the actions taken.

3. Auditing staff; right to complaints and objections

- 3.1 The Customer may reject certain auditors and/or experts to the extent they are able to state comprehensible reasons for this.
- 3.2 Commissioning external auditors/experts requires the Customer's consent. Such consent is deemed to be given if they fail to object to-wards the Contractor to commissioning within one (1) week from appointing such external auditors. The Customer has a right to receive in-formation about the auditing staff (professional CV).
- 3.3 With accrediting certification procedures, the Customer accepts that auditors from accreditation agencies, standard setters or certification bodies inspect the Customer's documents and participate in the audit for monitoring purposes.
- 3.4 In the case of complaints as to the audit process/contents or certification procedures, the Customer may contact the complaints office. Should the Customer agree to this, the steering committee (committee for guaranteeing equality) can be referred to if the Customer and the Contractor find no solutions to certain issues.
- 3.5 The Customer has a right to object to certification decisions.

4. Certificate suspension, revocation, revival and limitation

- 4.1 The Certification Body may restrict, suspend, deny and/or revoke the usage right at any time if certification requirements are not/no longer met, e.g. due to incomplete or false information provided during the certification process, the Customer not fulfilling their certification-related duties or them not fulfilling performance duties under the contract with the Certification Body, particularly payment duties, the certification contract lapsing, voluntary suspension being applied for or any other reasons existing in terms of these General Certification Terms and Conditions or the contract.
- 4.2 Except for cases of intention and gross negligence, TÜV Saarland Certification GmbH is not liable for losses incurred by the Customer due to certificate non-granting, lapsing, withdrawal, revocation, restriction or suspension.
- 4.3 Certification suspensions will be lifted once the issues resulting in suspension were resolved. If the problems leading to suspension were not resolved within a period indicated by the Certification Body, certification will be revoked or the scope will be limited.
- 4.4 The Certification Body restricts the scope of the customers' certifications to exclude those parts which fail to meet the requirements if certified customers permanently or severely failed to meet valid certification requirements for the relevant part of the certification scope. Such restriction must comply with the requirements of the standard used for certification.

5. Scope of usage rights for certificates and certification marks

- 5.1 To the extent contractual certification was successfully completed, the Contractor provides the Customer with the relevant certificate with the term indicated in the contract or the Contractor's Special Certification Terms and Conditions.
- 5.2 Upon issuing a certificate in terms of para. 4.1, the Customer is granted a simple, non-transferrable and non-exclusive right to use the certification mark pursuant to para. 5.3 through para. 5.16 below during the certificate term and within its scope. Licences may apply to certification mark usage depending on the type and extent of use; a separate licensing agreement provides for more details in this regard.
- 5.3 The Customer may only use the certification mark, not the "TÜV Saarland" logo or the TÜV Saarland group claim ("Always safe" or "Safe").
- 5.4 An authorisation to use the certificate issued by the Contractor and a certification mark only applies to the scope of the Customer's business segments mentioned

on the certificate; the use for other areas is expressly forbidden. Advertising material must be modified if the scope of the certificate was restricted.

5.24 The Customer undertakes to meet the Certification Body's requirements when referring to their certification status in any communication media (e.g. the internet; brochures; advertising materials).

6. Confidentiality and data protection

6.1 "Confidential information" means all technical, financial, legal and tax information, information on designs, inventions, marketing or other information (including data; records; expertise) which the Customer directly or indirectly discloses to the Certification Body or of which they become aware in other ways in relation to the contract.

6.2 TÜV Saarland Certification GmbH will treat any confidential information as a secret and not transfer or disclose this to third parties, and we will take reasonable measures to protect such information. The Certification Body may use confidential information only to prepare, evaluate and execute the contract, but not for their own benefit or that of third parties. This confidentiality duty does not apply if the Customer, previously and in writing, agreed to confidential information transmission to third parties or if the Certification Body is obliged to confidential information disclosure due to any laws, court decisions, instructions of authorities or other government facilities or rules and regulations established by accreditation bodies.

6.3 TÜV Saarland Certification GmbH may disclose confidential information to employees, associated companies, the latter's employees and consultants legally obliged to professional secrecy to the extent they are subject to reasonable confidentiality duties.

6.4 TÜV Saarland Certification GmbH may keep copies of written documents provided for inspection or order execution; they may keep confidential information for ordinary records management and archiving purposes even after the contract with the Customer terminated.

6.5 TÜV Saarland Certification GmbH undertakes to comply with legal data protection provisions. In the context of legal publication duties or those established by accreditation bodies, TÜV Saarland Certification GmbH may disclose the Customer's address and other certificate-related facts.

7. List of certified companies

7.1 The Contractor is obliged to keep a list of certificate holders showing the following: name of the certificate holder; applicable standardisation documents; scope; premise(s).

7.2 This list also includes suspended and revoked certifications in terms of para. 5.10, 5.17 and 5.18.

7.3 This list is publicly available.

B. Special Certification Terms and Conditions

The below regulations apply to certification procedures in addition to the above General Certification Terms and Conditions and only to procedures based on national/international accreditation, admission or approval. References to "Accreditation Bodies" in these Special Certification Terms and Conditions mean both admission and approval organisation. The terms "accreditation guidelines", "accreditation requirements", "accreditation standards" and "accreditation procedure" accordingly apply to guidelines and procedures established by admission or approval bodies:

general accreditation standards: e.g. ISO/IEC 17021, ISO 19011;

specific accreditation standards: e.g. ISO 27006 for ISM systems;

certification standards: e.g. ISO 9001; ISO 14001; ISO 27001; IATF 16949;

guidelines of the relevant accreditation bodies

1 General terms and conditions for accredited certification procedures

1.1 Certification audits

1.1.1 Certification audits consist of two steps: step 1 serves getting an overview of the implementation status which will then be used for step 2 of the audit consisting of implementation and compliance checks.

1.1.2 Step 2 audits may immediately follow step 1 audits. However, if step 1 shows that certification requirements will not be met, step 2 audits must be postponed. Instead, the Customer must ensure that certification requirements will be met. Significant modifications due to deficiencies during step 1 may make it necessary to totally or partially repeat step 1 audits. Extra costs for the Customer and the Contractor, including travel costs/times and downtimes, must be borne by the Customer.

5.5 Certification marks may be used only by the Customer and only in ways directly related to their company name/logo; they must not be attached to or refer to any other of the Customer's products, whereby this also applies to product packaging, accompanying information, laboratory test reports, calibration certificates or inspection reports. The marks must not be used in ways which could be interpreted as product conformity marks.

5.6 The Customer undertakes to use certificates and certification marks only in a way that they represent a statement on the company/business segment of the Customer pursuant to the certification results. They also guarantee to not give the impression of certification being an official test or system certification being a product test.

5.7 The Customer has no right to alter certificates or certification marks. They must be recognisable as such and, if displayed, be significantly smaller than the Customer's/certificate holder's company logo. Information included in the test mark must be clearly readable even if a small version is displayed. Test marks are to be displayed separately and not be combined with other marks (e.g. company logos; statements, graphics). In particular, the Customer is prohibited from giving the impression of the certificate holder belonging to the TÜV Saarland Group or of this being the Customer's trademark/company logo.

5.8 The Customer is obliged to ensure that advertising and other materials clearly show that certification was undergone on a voluntary basis.

5.9 The right to use ceases to exist if no valid certificate is available, particularly upon certificate validity period termination or non-performance of monitoring/re-certification audits required, or if the contract basis for certification mark use lapses for any other reasons.

5.10 The Customer's right to certificate/certification mark use terminates with immediate effect, without the need for cancellation, if the Customer uses the certificate and/or the certification mark in violation of para. 5.1 through para. 5.9 or in any other way contrary to the contract.

5.11 The Customer's right to certificate/certification mark use in particular ends in the following cases: they fail to fulfil legitimate payments claims, despite a reminder, within a contractual period from the due date; the apply for the institution of proceedings under the German Insolvency Code or comparable regulations in jurisdictions other than Germany; institution of insolvency proceedings is denied due to a lack of funds.

5.12 The Customer's right to certificate/certification mark use terminates, within the contractual period, in the event of effective ordinary cancellation or, with immediate effect, in the event of legitimate cancellation for cause.

5.13 The right to use automatically lapses if certificate maintenance is prohibited by any authorities or courts.

5.14 Upon usage right termination, the Customer must return the certificate to the Contractor.

5.15 Should the Customer violate any contract provisions, the Contractor reserves the right to claim damages.

5.16 Certification must not bring the Contractor into disrepute.

5.17 The Customer has no right to make statements on their certification which the Contractor might deem misleading or unauthorised.

5.18 If it is foreseeable that the Customer will fail to meet certification requirements only for a temporary period, certification may be suspended. During suspension, the Customer must not use their certification for advertising purposes.

5.19 If the reason for suspension is not removed during the period agreed upon, the certificate will be revoked.

5.20 The Customer must produce evidence as to how they use the certificate. We hereby point out that the Contractor is obliged to check correct use of the certificate on a sample basis; we will look into any third-party hints in this regard.

5.21 The Customer immediately informs the Contractor if they notice that third parties misuse their certificate.

5.22 If third parties assert claims against TÜV Saarland Certification GmbH due to the Customer using certification marks, certificates or reports in a way contrary to the contract, the Customer must indemnify the Certification Body from such third-party claims upon first demand. This applies also to cases where third parties assert claims against the Certification Body due to the Customer's advertising statements.

5.23 The Customer is prohibited from implicitly indicating that certification also applies to activities/locations outside the certification scope.

- 1.1.3 The time lag between step 1 and step 2 audits must be less than 6 months.
- Should the time lag be larger, step 1 audits must be repeated. Extra costs for the Customer and the Contractor, including travel costs/times and downtimes, must be borne by the Customer.
- 1.1.4 The Customer's needs and sufficient periods for rectifying defects will be considered for determining the time lag between step 1 and step 2 audits. Generally, more time is spent on step 2 audits.
- 1.1.5 Should the Contractor be unable to verify implementation of rectifications and corrective measure for any non-conformities within 6 months from the last day of the step 2 audit, the Contractor must repeat the step 2 audit prior to final certification.
- 1.2 Monitoring audits
- 1.2.1 Maintaining certificate validity requires on-site monitoring audits at least on an annual basis. The due date depends on the date of the certification decision for the first certification audit. The first monitoring audit after the first certification audit must occur within 12 months from the certification decision.
- 1.3 Re-certification audits
- 1.3.1 Certification extension for another 3 years requires re-certification audits with the Customer prior to the end of the validity period.
- 1.3.2 This procedures corresponds to the certification audit procedure, whereby the need and scope of step 1 audits is determined based on the changes to the Customer's certification object, their organisation or the context.
- 1.3.3 If re-certification was successful, the certificate validity period is extended by 3 years from the time when the previous certificate becomes invalid. Therefore, both re-certification audits and positive decisions must have occurred prior to validity period termination.
- If the Certification Body failed to complete re-certification audits or is unable to verify implementation of rectifications and corrective measures for significant non-conformities, re-certification must not be recommended and the certification validity period must not be extended. We will inform you and explain the consequences to you.
- 1.4 Audits at short notice
- Extraordinary audits at short notice may be required in the following cases as a consequence of the Customer's certification being suspended:
- massive complaints and other facts disclosed to the Certification Body calling effectiveness of the Customer's certified management system into question and impossible to be removed in writing or during the subsequent audit (e.g. alleged legal violations by the Customer or their managers);
 - changes with the Customer impacting on the management system capabilities in a way that the certification standards are no longer met.
- In these cases, the Customer must not reject any auditors.
- 1.5 Group certifications
- 1.5.1 Group certifications can be used for companies having several premises or subsidiaries which only represent branches.
- 1.5.2 Group certifications are possible if the below requirements are met:
- all premises are legally and contractually linked to the headquarters;
 - the products/services of all premises must generally be identical and be manufactured based on the same methods and procedures;
 - determination, creation and maintenance of standard management systems applicable to all branches/premises;
 - monitoring of the overall management system under the management representative's guidance having a right to give instructions for all branches/premises;
 - internal audits and management reviews for all branches and premises;
 - certain areas responsible for all areas: product and procedure development; procurement; HR etc.
- 1.5.3 With group certifications, on-site premises auditing can be divided into certification and monitoring auditing. In addition to selected premises, the headquarters must be audited once a year.

- 1.5.4 The Contractor selects the premises to be audited.

2 Specific terms and conditions for accredited certification procedures

The below shows additional terms and conditions for certain accredited certification procedures of the Customer which apply in addition to the general certification terms and conditions for the relevant standard.

2.1 Supplementary conditions – automotive industry IATF 16949, VDA 6.x

- 2.1.1 Deviating regulations under the below certification guidelines established by the automotive industry prevail:

IATF 16949: Automotive Industry Certification Guidelines for IATF 16949, Rules for the Recognition and Maintenance of ITAF Approvals, 5th edition for IATF 16949, 1 November 2016 (IATF: International Automotive Task Force)

VDA 6.x: Certification Guidelines for VDA 6.1, VDA 6.2 and VDA 6.4 based on ISO 9001 (VDA QMC: German Automotive Industry Association – Quality Management Centre).

- 2.1.2 The Customer must not reject:

the certification body's request to provide the IATF with the final re-port;

an IATF witness audit;

the presence of the certification body's internal witness auditors;

the presence of an IATF representative or his/her substitute.

- 2.1.3 The Customer's consultants must not be present at the premises during the audit or participate in any way.

- 2.1.4 The Customer failing to inform the Certification Body about any changes is deemed a violation of the legally enforceable agreement and may result in the CV revoking the Customer's IATF 16949 certificate. Changes include those related to the following:

legal form;

commercial law status (e.g. joint venture; sub-assignment of other organisations);

ownership structure (e.g. mergers; acquisitions);

organisation and superior management;

postal address or location;

scope of business activities and/or product ranges under the certified management system;

special status of OEMs affiliated with the IATF;

transfer to a new IATF-recognized certification body;

considerable changes to the management system and the processes.

- 2.1.5 Audit discontinuation

If step 2 audits are discontinued, the Customer must restart with a step 1 readiness assessment. Monitoring audit discontinuance leads to certificate suspension and the performance of complete monitoring audits within ninety (90) days from the final discussion.

Should re-certification audits be discontinued, the Customer must undergo another re-certification audit in terms of para. 5.1.1. If this dead-line cannot be met, the Customer must perform another certification audit first (step 1 and step 2).

If transfer audits are discontinued, the Customer must perform another certification audit first (step 1 readiness assessment and step 2).

- 2.2.6 Deviation management

The Certification Body must request the Customer to submit the following documents within sixty (60) days from the final audit discussion:

implemented rectifications;

cause analysis, including the methods applied, analyses and results;

implemented systemic corrective measures to remove all deviations under consideration of the effects on similar processes/products;

verification of the efficiency of implemented corrective measures.

In cases where accepted correction plans for deviations are deemed not acceptable, the Certification Body and the Customer must find a solution to the relevant issues within not more than ninety (90) days following the final audit discussion. If they find no such solution, the audit must be deemed to have failed and the IATF database must be updated accordingly. The certification decision is negative and the Customer must start another certification audit. The valid certificate must be immediately revoked. Principal deviations require on-site verification.

In special cases where corrective measures cannot be implemented within ninety (90) days from the final discussion for the on-site audit, the Certification Body must deem those deviations as outstanding, but fully removed, if the below requirements are met:

fixed date for the on-site follow-up audit based on the accepted action plan and prior to the subsequent audit;

implementation of immediate measures to protect the Customer's clients from any risks, including a check for systemic effects on the Customer's process;

documented evidence of acceptable action plans, instructions and records showing the removal of the state of non-conformity of determined deviations, including a check for systemic effects on the Customer's process.

With minor deviations, the Certification Body may verify effective implementation of determined corrective measures during the subsequent audit instead of performing verifications during additional on-site audits. In cases where accepted action plans are deemed not effectively implemented, a new principal deviation regarding the corrective measures process is to be determined and the previous minor deviation is to be identified as a principal deviation which automatically leads to certificate suspension.

Should the Certification Body determine deviations while performing re-certification audits, the de-certification process must be initiated on the last day of the audit.

2.2.7 Special audits

The Certification Body may be required for perform audits with certified customers to assess complaints as to their performance, changes to their quality management system, considerable changes to their location or following certificate suspensions. The customers must not reject such special audits.

2.2.8 Transfer audits

The Customer must inform the previous Certification Body about their intention to change. Legally enforceable agreements must contain pro-visions ensuring that such agreement can be amended until all activities for the transfer to the Contractor were completed.

2.2.9 Obligations of the applicant

The applicant provides the following information to the certifying body for all sites / factories / branch offices / extended production facilities stipulated in §1 as a basis for the planning of an audit:

documentation on the quality management system of the customer, including proof of compliance with the requirements of IATF 16949/ ISO 9001, as well as the interfaces and interaction with remote support functions and/or outsourced processes,

customer performance data and internal performance data since the last audit,

an overview of customer satisfaction and customer complaints since the last audit, including the review of customer reports and/or customer evaluations,

special customer status granted since the last audit,

notification on new customers since the last audit,

results of internal audits and management reviews since the last audit, incl. a list of internal auditors (with qualifications),

an overview of all customers of the automotive industry and, if applicable, the revision status of their customer-specific requirements,

overall number of employees at the site, including all full-time and part-time workforce, freelancers, temporary workers and employees with short-term contracts.

2.2.10 Use of IATF logo

The only use of the IATF logo related to this certification scheme is as displayed on the certificate issued by the certification body. Any other use of the IATF logo, separately or not, is prohibited.

Note: The client can make copies of the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

2.9 Supplementary terms: ISMS pursuant to ISO/IEC 27001

The below guidelines apply to ISM systems pursuant to ISO/IEC 27001 as a supplement to the guidelines under para. 1.5 on group certifications:

2.9.1 Group certifications can be performed with organisations having several comparable premises with an ISM system meeting the requirements for all premises.

Unter folgenden Voraussetzungen kann ein Zertifikat für eine Organisation einschließlich ihrer Standorte ausgestellt werden:

all premises use the same ISM system which is centrally managed and monitored and subject to internal auditing and management reviews;

all premises are included in the internal audit and management review programmes;

it is guaranteed that the different premises are reasonably considered for spot checks;

the Contractor selects a representative number of premises by considering the below aspects:

results of internal audits for the headquarters and premises;

management review results;

different premises sizes;

different business purposes of the premises;

complexity of the ISM system;

complexity of information systems at the different premises;

different working methods;

differences between ongoing activities;

possible interaction with critical information systems or the processing of sensitive data;

different legal requirements.

The representative spot check refers to all premises falling into the scope of the Customer's ISM system and is based on the evaluation in terms of lit. d) and random elements.

Prior to certification, all those premises must be audited for which significant risks exist.

The monitoring programme is structured in a way that all premises can be considered within a reasonable period.

Corrective measures with deviations at a premise will be applied to the entire group falling under the certification scope.

2.10 Supplementary terms: IT security catalogue

For checking the ISM system scope and assessing the risks pursuant to the IT security catalogue, the auditors must consult an expert; the Customer agrees to this. They may obtain information about such expert (professional CV) and reject him/her for legitimate reasons.

The Certification Body must suspend or revoke the certificate at any time during the validity period if they become aware of a network operator temporarily or permanently no longer meeting the certification requirements.

The certificate is suspended or revoked if the applicant organisation failed to implement required corrective measures during the period agreed upon.

We are obliged to immediately inform the German Federal Network Agency about certificates being suspended/revoked.

To the extent the German Federal Network Agency themselves be-comes aware of a network operator temporarily or permanently no longer meeting the certification requirements, they forward this information to the certification body in charge.

2.11 Supplementary terms: ISO 14001/ISO 45001

2.11.1 Duty to provide information with severe events

The Customer must immediately inform the Certification Body about severe events or violations of provisions which require the involvement of the supervisory authorities in charge.

2.11.2 Independent of the involvement of the competent regulatory authorities, special audits may be required if the Certification Body is informed about severe events relating to occupational health and safety, e.g. about severe accidents or violations of provisions, to assess whether the management system was compromised and whether it still functions properly. The Certification Body documents the assessment results.

2.12 Supplementary conditions ISO 50001

2.12.1 Evidence of continuous improvement of energy-related performance

For the granting of the initial certification, the company must already provide evidence of the improvement of the energy-related performance.

To maintain the certificate, the company must provide evidence of continuous improvement in energy-related performance at each re-certification audit (every 3 years).

In addition, in order to maintain the certificate, the implementation of measures to improve energy-related performance must be demonstrated at the time of the audit during the annual surveillance audits. During surveillance audits, no evidence of achieving an improvement in energy-related performance is required.

2.12.2 Energy audits according to DIN EN 16247-1 (or ISO 50002)

If the certification body carries out an energy audit according to DIN EN 16247-1 (or ISO 50002) in a company, certification according to (DIN EN) ISO 50001 and (DIN EN) ISO 14001 in this company is excluded by it. The smallest legally independent unit (usually GmbH, GmbH & Co. KG, etc.) is considered to be the "company", i.e. other companies in a group of companies are not affected by this regulation. Companies following a change of name are also excluded.

2.12.3 Suitability of an organization for sampling

The following requirements apply to suitability for sampling:

The customer's organization must have a single EnMS.

The customer's organization must designate its central function. The central function is part of the customer's organization and may not be subcontracted to an external organization.

The central function shall have authority within the organization to establish, implement, and maintain the single EnMS.

Data appropriate to demonstrate energy-related performance shall be collected and may be evaluated by the central function.

The individual EnMS of the customer's organization shall be subject to central management review.

All sites shall be subject to the customer organization's internal audit program.

The central function must be responsible for ensuring that data (energy-related and otherwise) is collected and analyzed from all sites. It must be able to demonstrate its authority and ability to initiate organizational changes that may be required with respect to, among other things, the management system as well as energy-related performance.

2.13 Supplementary terms: certified comparison sites (payment ac-counts)

Price comparison sites are websites in terms of sec. 16(1) of the German Payment Account Act (ZKG [Zahlungskontengesetz]) and sec. 1(1) of the German Price Comparison Site Regulations (VglWebV [Vergleichswebsitesverordnung]). Certification of price comparison sites for payment accounts is preliminary

subject to the below Supplementary Terms and secondarily to the relevant General and Special Certification Terms and Conditions:

2.13.1 Valid guidelines and requirements under the Price Comparison Site Regulations (VglWebV), the Payment Account Act (ZKG), the EU Payment Account Directive, the DAKKS Requirements for accrediting conformity evaluation bodies in the field of the Payment Account Act and the Price Comparison Site Regulations, the rules under the TÜV Saarland certification programme for price comparison sites for payment accounts and the TÜV Saarland Criteria Catalogue for assessing price comparison sites for payment accounts.

2.13.2 Operators must disclose to the confirmation assessment bodies the amount and type of monetary and non-monetary remuneration agreed upon between them and payment services providers/third parties, whereby those payment service providers/third parties must be identified. Upon request, they must immediately provide the weighing and prioritisation of comparison criteria in terms of sec. 7(1) no. 3 VglWebV at any given time in the past from the time of certification to check the guidelines pursuant to sec. 18 no. 3 ZKG. Remuneration in terms of sec. 1 para. 1 includes direct commissions, clicking fees and advertising revenue.

2.13.3 Der Price comparison site operators must inform the Certification Body about any scheduled modifications of the site which affect the comparison criteria and the site in terms of sec. 17 and 18 ZKG, of the Price Comparison Site Regulations or of the "Certified Price Comparison Site – Payment Accounts" TÜV Saarland Criteria Catalogue. **Information must be provided prior to the operators publishing the relevant modifications.**

The Certification Body checks and confirms, **if possible, within one week** from being informed about scheduled modifications, that conformity continues to exist also after implementing the scheduled modifications.

Modifications always related to one test criterion. Should a modification relate to several test criteria, the period is extended accordingly. Significant modifications might require special audits which may have the extent of KI, KII and/or KIII conformity assessments.

2.13.4 The Certification Body must **immediately** inform Deutsche Akkreditierungsstelle GmbH (DAKKS) about certificates being suspended/revoked.

To the extent DAKKS themselves becomes aware of price comparison sites temporarily or permanently no longer meeting the certification requirements, they forward this information to the certification body in charge.

2.13.5 Should the Certification Body determine any violations of ZKG or VglWebV provisions during the certification process or if third parties inform them about this, they must inform DAKKS about this immediately, that is, **within a period of two (2) working days**.

If DAKKS decides that a certificate must be revoked, KBS is obliged to revoke the certificate immediately, that is, **within a period of two (2) working days**.

2.13.6 The Conformity Assessment Centre grants the price comparison site operator the below certification mark; this mark is an element of the certificate.



Owners of valid certificates are entitled to use the below certification mark only for payment accounts presented on the price comparison site. The certification mark must also be present when printing the list of results.

Should the operator's certificate become invalid, they must refrain from using this certification mark.

The certification mark has been registered as a trademark with the German Patent and Trademark Office under no. 30 2017 034 233 since 27/12/2017 and is protected against unauthorised use. It was also registered as a Community trademark with the European Union Intellectual Property Office (EUIPO) in Alicante under no. 30 2017 034 233.0 /36. It is possible to use three colours (black, red, gold) and two colours (black, white) for the certification mark. The accreditation office may prohibit the operator from misusing the certification mark. Should the price comparison site operator use the mark contrary to the requirements, they must immediately remove this deficiency.

The operator must link the certification mark to the TÜV Saarland Certification GmbH on-line certificate database for verification purposes (users can then click on it). The Certification Body enables deep linking for the operators to do that.

As at 2021-10