

A. General Certification terms and conditions

The following regulations refer to the applicable standards, regulations and guidelines of the subject matter of the contract between the Client and TÜV Saarland Certification GmbH – hereinafter referred to as the Contractor or Certification Body. With each commissioning of the certification body, the applicant and the client acknowledge the current version of the Certification terms and conditions as well as the general terms and conditions of TÜV Saarland Certification GmbH as binding as an essential part of the contract.

Existing contractual relationships are subject to the current version of the Certification terms and conditions and the General Terms and Conditions of TÜV Saarland Certification GmbH. These can be noted on the Internet, viewed in the certification authority or sent on request. The certification body is entitled to use subcontractors. All individual measures of the certifications are carried out independently and impartially by the contractor and taking into account the principle of equality.

1. General regulations

- 1.1 The Client is obliged to provide the Contractor with all information required for certification.
- 1.2 Prior to the audit, the Client shall provide the certification body with all necessary documents, which shall be requested by the Contractor in good time.
- 1.3 The client and the contractor can optionally agree on a pre-audit, the scope of which can be agreed.
- 1.4 During the audit, the company demonstrates the practical application of its documented procedures. Non-compliance with standards or non-compliance with standards requirements are documented in deviation reports, for which the company must provide corrective action.
- 1.5 At the end of the audit, the client is informed of the audit result in a final meeting. The result is later documented in an audit report. Deviations are documented and, if necessary on the basis of the results, can lead to an on-site follow-up audit or the submission of new documents and their review. The audit manager decides on the requirement or scope of the post-audit on the basis of the deviations identified.
- 1.6 Certificates are to be understood as all confirmations of conformity such as certificates, declarations of validity, certificates in the narrower sense. In the following, certification is understood to mean all assessment, testing, validation and certification procedures. On the basis of these tests, the decision is made on the granting, maintenance of certification, extension or limitation of the scope of application, renewal, suspension, restoration or withdrawal of certification. The certificate(s) are issued by the Contractor after a positive review of the documentation of the certification procedure. The certificates are sent to the client. The certificate will only be issued if all deviations have been resolved. The certificate is issued for the specified period.
- 1.7 In order to maintain the validity of the certificate, on-site surveillance audits must be carried out, depending on the respective standard. If the monitoring is not completed in conjunction with a positive decision to continue to exist by the CA, the certificate loses its validity. In this case, the affected certificates must be returned to the certificate authority immediately.
- 1.8 During the surveillance audit, at least the essential standard or norm requirements are examined. In addition, the proper use of the certificate (and the certification mark) and complaints as well as the effectiveness of the corrective measures to the deviations from the previous audits are evaluated. After each surveillance audit, the client receives an audit report.
- 1.9 In the case of monitoring and recertification audits or on a specially scheduled date, extensions / restrictions of the scope of application as well as additions to standard certificates are possible. The effort depends on the scope of the expansion, which must be clearly defined by the company and contractually regulated before the audit. The validity period of the extension of the certification is limited to the validity period of the existing certification.
- 1.10 If there are changes in the procedural requirements (e.g. company data, accreditation requirements) during the term of the contract, these changes must be taken into account in the procedures accordingly and the contractual partner must be informed immediately. This also applies to any necessary changes to the certification effort that may result from this.
- 1.11 If different standards are used as a basis, this may be certified in a combined procedure. These are offered individually accordingly.
- 1.12 Costs incurred as a result of additional expenditure due to an unscheduled audit or follow-up audit as well as the verification of corrective measures to remedy deviations from the previous audit shall be borne by the Client and shall be invoiced to the Client according to expenditure. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 1.4 of the Special Certification Conditions.

2. Obligations of the client to cooperate

- 2.1 The Client shall provide the Contractor with the required documents free of charge in good time before the respective audit.
- 2.2 During the audit, the Client shall grant the auditor(s) access to the records affected by the scope of the audit and grant access to the organizational units concerned.
- 2.3 The Client shall appoint one or more audit officers to assist the Contractor's auditor and act as a contact person to the Client.
- 2.4 After the issuance of a certificate, the Client is obliged to inform the Contractor during the term of the contract of any changes that may have a significant influence on the fulfilment of the certification requirements. These are, for example, changes regarding

legal, economic or organizational status or ownership;

organization and management (e.g. key personnel in managerial positions, decision-making or specialist personnel);

contact address and locations;

the scope covered by the certified management system;

significant changes in the management system and processes. This also applies to the introduction or modification of shiftwork;

Changes that affect the design or specification of the certified product

The customer is also obliged to make notices during the entire term of the contract:

Any incident that affects the security of products and services

Violations of legal requirements identified by market surveillance and law enforcement authorities
- 2.5 The Client undertakes to always comply with the certification requirements, including the implementation of appropriate changes.
- 2.6 The Client undertakes to record and retain all complaints that have been brought to the attention of the Client in relation to compliance with the certification requirements. Furthermore, the client undertakes to make these records available to the certification body upon request; and

take appropriate action in relation to such complaints, as well as any defects discovered in the products that affect compliance with the certification requirements;

document the measures taken.
- 2.7 The Client agrees that representatives of accreditation bodies and regulatory authorities may accompany a certification body audit as part of the conformity assessment of the certification body's audit process.

3. Personnel deployed, right of complaint and objection

- 3.1 The Client has the right to reject a particular auditor or technical expert, provided that there is a comprehensible reason against the appointment and the rejection is justified accordingly.
- 3.2 In the case of the use of external auditors or experts, the consent of the client is required for the use of these auditors. This consent shall be deemed to have been granted if the Client does not object to the Client's use within one week of the appointment of the external auditor. The client has the right to receive information about the personnel deployed (professional CV).
- 3.3 In the case of accredited certification procedures, the contracting authority agrees that assessors from the accreditor or the standard-setter or the certification body may examine the documents of the contracting authority and participate in the audit for observation.
- 3.4 In the event of complaints about the course or content of the audit or certification procedure, the client can contact the complaints office. For matters that cannot be clarified with the contractor, the steering committee (committee for ensuring impartiality) can be called in with the consent of the client.
- 3.5 The contracting authority has the right to object to the certification decision.

4. Suspension, withdrawal, reinstatement and limitation of certificates

- 4.1 The certification body is entitled at any time to limit, suspend, remove and/or withdraw the right to use the certificate if the conditions for granting the certificate are not (or no longer) fulfilled, for example because incomplete or untrue information was provided in the certification procedure; the client does not comply with the obligations imposed in connection with the certification or does not fulfill the performance obligations arising from the contract with the certification body, in particular payment obligations; the contract for certification ends, a voluntary suspension is requested or other reasons exist in accordance with these Certification Conditions or the contract.
- 4.2 TÜV Saarland Certification GmbH is entitled to terminate the contract extraordinarily in the event of withdrawal of the certificate. Further claims for damages and other claims remain unaffected.
- 4.3 Except in cases of intent and gross negligence, TÜV Saarland Certification GmbH shall not be liable for any disadvantages incurred by the Client as a result of non-issuance, expiration, withdrawal, revocation, restriction or suspension of a certificate.
- 4.4 Suspended certifications will be reinstate when the issue that led to the suspension has been resolved. If the issues that led to the suspension have not been resolved within a period of time specified by the certification body, this will result in the withdrawal or limitation of the scope of the certification.
- 4.5 The certification body will limit the scope of the customer's certification to exclude those parts that do not meet the requirements if the certified customer has permanently or seriously failed to meet the certification requirements for those parts of the scope of the certification. Such restriction must be made in accordance with the requirements of the standard used for certification.

5. Scope of the right to use certificates and certification marks

- 5.1 If the agreed certification procedure has been completed with a positive result, the Client will receive the corresponding certificate from the Contractor. The certificate has the duration specified in the contract or the contractor's special certification conditions.
- 5.2 Upon issuance of the Certificate in accordance with Clause 5.1, the Client shall be granted the non-exclusive, non-transferable and non-exclusive right to use the Certification Mark in accordance with the conditions set out in Clauses 5.3 to 5.15 during the term of the Certificate and within its scope of validity. Depending on the type and extent of use, a license fee may be due for the use of the certification mark. Details of this will be regulated in a separate license agreement.
- 5.3 The customer may only use the test mark, under no circumstances the TÜV Saarland logo or the claim of the TÜV Saarland Group (currently "Always Safe" or "Safe").
- 5.4 The authorisation to use the certificate and a certification mark issued by the Contractor shall apply exclusively to the Client's business divisions specified in the area of validity of the certificate. Use for areas not mentioned is expressly prohibited. All promotional materials must be changed if the scope of the certificate has been restricted.
- 5.5 The certification mark for certification may only be used by the Client and only in direct connection with the company name or the company logo of the Client. It may not be affixed to or in relation to any of the Client's products. This also applies to the packaging of products, product accompanying information, laboratory test reports, calibration certificates or inspection reports. The marking must not be used in a way that could be interpreted as marking product conformity.
- 5.6 The Client undertakes to use the certificate and the certification mark only in such a way that a statement is made about the Client's company/division in accordance with the certification. The contracting authority must also ensure that it does not give the impression that the certification was an official inspection or that the system certification was a product test.
- 5.7 The Client is not authorised to make any changes to the certificate or the certification mark. It must be recognizable as such and depicted significantly smaller than the company logo of the customer/certificate holder. The information contained in the test mark must still be clearly legible even when reduced in size. The test mark must stand on its own and must not be combined with other features (e.g. the customer's company logo, statement, graphic). In particular, the impression must not be given that the certificate holder belongs to the TÜV Saarland Group or that it is the customer's brand / company logo.
- 5.8 The Client is obliged to make it clear through the appearance in its advertising and the like that it is a voluntary certification.
- 5.9 The right of use expires if there is no valid certificate, in particular if the certificate expires at the end of the certificate period, if the necessary monitoring or recertification audits are not carried out, or if the contractual basis for the use of the test mark ceases to exist in any other way.

- 5.10 The Client's right to use the Certificate or the Certification Mark shall end with immediate effect, without the need for termination, if the Client uses the Certificate and/or the Certification Mark in a manner contrary to the provisions of Clauses 5.1 to 5.8 or in any other manner contrary to the contract.
- 5.11 The Client's right to use the Certificate or the Certification Mark ends in particular if justified payment claims are not fully fulfilled by the certificate holder within the agreed period from the due date despite a reminder; the certificate holder files an application for the opening of proceedings under the Insolvency Code or a comparable regulation of a legal system outside Germany, or the opening of such proceedings is rejected for lack of assets.
- 5.12 The Client's right to use the certificate or certification mark ends within the agreed period in the event of effective ordinary termination or with immediate effect in the event of justified extraordinary termination for good cause.
- 5.13 The right of use continues to expire automatically if the maintenance of the certificate is prohibited by regulatory or judicial law.
- 5.14 Upon termination of the right of use, the Client is obliged to hand over the certificate to the Contractor.
- 5.15 In the event of a violation of contractual provisions, the Contractor reserves the right to assert any claims for damages.
- 5.16 Certification must not have the effect of discrediting the contractor.
- 5.17 The Client is not entitled to make declarations about its certification, which the Contractor may consider misleading and unauthorised.
- 5.18 If it is foreseeable that the certification requirements of the client will not be met only temporarily, the certification can be suspended. During this time, the client may not advertise the certification.
- 5.19 If the reason for suspension is not remedied within the agreed period, the certificate will be withdrawn.
- 5.20 The Client is obliged to provide proof of the use of the certificate. It should be noted that the contractor is obliged to check the correct use on a random basis. Information from third parties will be followed up by the contractor.
- 5.21 The Client shall inform the Contractor immediately if it discovers that third parties are misusing its certificate.
- 5.22 If TÜV Saarland Certification GmbH is claimed by third parties due to the use of the test mark, certificate or report by the customer in violation of the contract, the customer is obliged to indemnify the certification body against all claims by third parties upon first request. The same applies to cases in which the certification authority is claimed by third parties due to advertising statements made by the customer.
- 5.23 It must not be implied that the certification applies to activities and locations that are outside the scope of the certification.
- 5.24 The Client undertakes to comply with the requirements of the certification body when referring to its certification status in communication media (e.g. Internet, brochures or advertising materials).

6. Confidentiality and data protection

- 6.1 "Confidential Information" means any technical, financial, legal, tax information, information about designs, inventions, marketing or other information (including data, records and know-how) that the Client makes available to the Certification Body directly or indirectly in connection with the Agreement or otherwise comes to the attention of.
- 6.2 TÜV Saarland Certification GmbH will treat confidential information as strictly confidential and will not pass it on to third parties or make it accessible in any other way and will take appropriate precautions to protect the confidential information. The CA may use confidential information only for the purposes of preparing, assessing and executing the Agreement and may not otherwise use it for its own benefit or the benefit of third parties. The confidentiality obligations do not apply if the client has previously agreed in writing to the disclosure of the Confidential Information to a third party in the specific individual case or if the certification body is obliged to disclose the Confidential Information by law, the decision of a court, the order of an authority or other state institution or on the basis of the regulations of an accreditor.
- 6.3 TÜV Saarland Certification GmbH may disclose confidential information to employees, affiliates and their employees as well as consultants who are legally obliged to maintain confidentiality, provided that they are each subject to an appropriate confidentiality obligation.

- 6.4 TÜV Saarland Certification GmbH is entitled to retain copies of the written documents that have been made available for inspection or handed over for the execution of the order. TÜV Saarland Certification GmbH is entitled to retain confidential information for the purposes of proper file management and archiving even after the end of the contract with the client.
- 6.5 TÜV Saarland Certification GmbH is committed to complying with the legal regulations on data protection. Within the framework of statutory publication obligations or those prescribed by accreditors, TÜV Saarland Certification GmbH may disclose the client's address data and facts relevant to the certificate.

7. Directory of certified companies

- 7.1 The Contractor is obliged to keep a register of certificate holders with the following contents: name of the certificate holder, applicable normative documents, scope and location(s).
- 7.2 The list also includes suspended and revoked certifications in accordance with points 4.9, 4.16 and 4.17.
- 7.3 The directory is publicly accessible.

8. Use of the accreditation symbol

- 8.1 In order to be entitled to provide references to the accreditation or to use the symbol, the certification body must be in possession of a valid accreditation, have approval from DAkkS for the specific use and comply with the requirements in accordance with the mandatory rules of DAkkS and EA, ILAC, IAF (as applicable).
- 8.2 As a matter of principle, customers of the certification body are not permitted to use the accreditation symbol of DAkkS.

B. Special Certification Conditions

The regulations listed here apply to certification procedures in addition to the above General Certification Conditions and only to procedures based on national or international accreditation, approval or recognition. To the extent that the term "accreditor" is used in these Special Certification Conditions, this also includes accreditation organisations and recognition organisations. The terms "Accreditation Requirements", "Accreditation Requirements", "Accreditation Standards" and "Accreditation Procedures" shall apply mutatis mutandis to the specifications and procedures of the accreditation or recognition bodies.

Generally applicable accreditation standards: z.B. ISO/IEC 17021-1, ISO 19011

specific accreditation standards: e.g. ISO/IEC 27006 for ISMS and ISO 50003 for energy management systems, conformity assessment program BNetzA in accordance with §11 EnWG para. 1a

Certification standards such as ISO 9001, ISO 14001, ISO/IEC 27001, IATF 16949, ISO 45001, ISO 50001

specifications of the respective accreditor.

1 General Terms and Conditions for Accredited Certification Procedures

1.1 Certification Audit

- 1.1.1 The certification audit is carried out in two stages. Stage 1 serves to gain an overview of the implementation status. With this information, stage 2 of the audit can then take place, in which implementation and compliance are checked.
- 1.1.2 The Stage 1 and Stage 2 audits can be carried out directly on top of each other. If the Stage 1 audit shows that certifiability is not yet given, the Stage 2 audit cannot be carried out immediately afterwards. Rather, in this case, certifiability must first be established by the client. Significant changes required from Stage 1 vulnerabilities may result in repetition of the Stage 1 audit or parts of the Stage 1 audit. The resulting additional costs of the Client and the costs of the Contractor, including travel expenses, travel times, downtime, shall be borne by the Client.
- 1.1.3 Stage 1 and Stage 2 audit must not be more than 6 months apart.
- If there are more than 6 months between Stage 1 and Stage 2 Audit, Stage 1 must be repeated. The resulting additional costs of the Client and the costs of the Contractor, including travel expenses and travel times, shall be borne by the Client.
- 1.1.4 When determining the interval between Stage 1 and Stage 2 audit, both the requirements of the client and sufficient time to correct weak points are taken into account. As a rule, the focus of time is on the stage 2 audit.

- 1.1.5 If the Contractor is unable to verify the implementation of corrections and corrective actions of any non-conformity within 6 months of the last day of Stage 2, the Contractor must perform a re-Stage 2 before recommending certification.

1.2 Surveillance audit

- 1.2.1 In order to maintain the validity of the certificate, at least annual on-site surveillance audits must be carried out. The due date is based on the date of the certification decision of the initial certification audit. The first surveillance audit after the initial certification audit must be carried out no later than 12 months after the certification decision.

- 1.2.2 Surveillance audits must be carried out at least 1x per calendar year.

1.3 Recertification audit

- 1.3.1 In order to extend the certification for a further three years, a recertification audit must be carried out at the client's premises before the expiry of the validity period.
- 1.3.2 The procedure is the same as that of the certification audit, where the necessity and scope of the Level 1 audit is determined depending on changes to the certification object of the client, its organization or the context.
- 1.3.3 In the event of successful recertification, the validity of the certificate is extended by 3 years from the expiry date of the previous certificate. The recertification audit and the positive certification decision must be completed by the expiration date.

If, before the expiry of the certification date, the certification body has not completed the re-certification audit or is unable to verify the implementation of corrections and corrective actions for any material non-conformity, then no recommendation for re-certification may be made and the validity of the certification may not be extended. Your company will be informed about this and the consequences will be explained to you.

1.4 Audits announced at short notice

An extraordinary audit announced at short notice may be necessary under the following conditions:

Serious complaints and other facts that have come to the attention of the certification body that call into question the effectiveness of the client's certified management system and that cannot be remedied in writing or within the framework of the next regular audit (e.g. alleged violations of rights by the client or its senior employees).

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. In these cases, the Client cannot reject the auditors.

1.5 Composite Certifications

- 1.5.1 Network certifications can be applied to companies with several locations or to companies with branches that have purely branch functions.

- 1.5.2 Network certifications are possible if the following requirements are met:

All locations have a legal or contractual relationship with a head office.

The products/services of all sites must be essentially all the same and manufactured using the same methods and procedures.

Establish, create and maintain a unified management system that applies to all branches/locations.

Monitoring of the entire management system under central guidance by the management officer of the headquarters. This is technically authorised to issue instructions for all branches / locations.

Availability of internal audits and management reviews for all branches/locations.

Certain areas work centrally for all areas: product and process development, procurement, human resources, etc.

- 1.5.3 In the case of network certifications, the on-site auditing of the sites can be divided between certification and surveillance audits. The head office must be audited annually in addition to the selected locations.

- 1.5.4 The contractor selects the sites to be audited.

2 Specific conditions for accredited certification procedures

Below are the additional terms and conditions for certain accredited certification procedures of the contractor, which are in addition to the general certification conditions for the respective specific standard listed below.

2.1 Supplementary Terms and Conditions Automotive Industry IATF 16949

2.1.1 The deviating regulations in the following certification specifications of the automotive industry take precedence.

IATF 16949 Automotive Industry Certification Requirements for IATF 16949, Rules for the Recognition and Maintenance of IATF Approval, 6th Edition for IATF 16949, effective January 1, 2025 (IATF: International Automotive Task Force).

The initial certification audit is carried out in two stages. Stage 1 serves to gain an overview of the implementation status. With this information, stage 2 of the audit can then take place, in which implementation and compliance are checked.

2.1.2 Initial Certifications Level 1 Audit

The Level 1 audit for initial certifications is also divided into two parts. Part 1 examines the applicability of IATF 16949, the certification structure and the planned scope. Subsequently, an on-site audit is carried out in Part 2 to assess the readiness for certification.

The certification body shall make a decision on readiness for the Level 2 audit or a repetition of the Level 1 audit within 15 calendar days of the final interview.

The Stage 1 audit may be repeated no earlier than 20 calendar days after the final interview and no later than 6 months after it. The repeated assessment must be carried out exclusively by the same auditor. At least one hour must be spent on the review of open points from the previous stage 1 audit.

2.1.3 Initial Certifications Level 2 Audit

A complete system audit in which all requirements of IATF 16949 must be audited and evaluated with regard to their effective implementation.

The Level 2 audit must take place no earlier than 20 days after the final interview of the Level 1 audit and the existence of a positive readiness assessment by the certification body and must take place no later than 90 days thereafter.

2.1.4 Audit Cycle

The last day of a recertification audit must be completed no later than 3 years (- 3 months/ +0 days) after the last day of the previous certification, recertification or transfer audit.

For surveillance audits, the permissible time window increases to - / + 3 months. If the deadlines are not met, the certificate will be revoked within 7 calendar days of exceeding the maximum permissible time window.

2.1.5 The Client

may not refuse to allow the certification body to provide the audit report to the IATF.

must not refuse an IATF witness audit;

may not refuse the presence of an internal witness auditor of the certification body;

may not refuse the presence of an IATF observer, representative or their representatives;

must provide the certification body with information on previous and/or existing IATF 16949 certifications prior to signing the contract;

and must notify the certification body of any significant changes.

2.1.6 Client consultants may not be physically present at the site or participate in the audit in any way during the audit. Failure to do so will result in the certification audit being terminated.

2.1.7 The failure of the Client to notify the Certification Body of any changes will be considered a breach of the legally enforceable agreement and may result in the withdrawal of the IATF 16949 certificate by the Certification Body. These include changes regarding:

Legal form and status;

Commercial status / ownership (e.g. joint venture, merger, takeovers, mergers, etc.);

management structure (e.g. organization, top management, key positions, etc.);

mailing address, physical addresses, or location;

Relocation of production processes or support functions;

Closure or relocation of a production site, an extended workbench or a stand-alone remote support site;

Scope of business activities within the Certified Quality Management System (QMS) including any new locations and/or support relationships to be included in the certification scope;

outsourcing of QMS processes to other organizations;

Cases of customer dissatisfaction that require notification to the certification body, in accordance with the customer-specific requirements of the IATF (e.g. special customer status, etc.);

Contract signed with another IATF-approved certification body.

2.1.8

Notification / information obligations of the client (client):

The client must provide the certification body with all information it deems necessary for audit preparation within the defined deadlines.

The dates for monitoring, recertification and transfer audits must be confirmed by the customer at least 90 calendar days before the audit due date. If a change to the confirmed audit date is necessary, the certification body must record the reasons for this in the audit documentation.

The information on the preparation for the audit must be received by the client at least 30 days before the first day of the audit at the certification body. In the event of a later submission, the CA can postpone the audit. If this leads to non-compliance with the specified audit dates in the cycle, this can lead to the loss of the certificate.

If, in exceptional cases, the client fails to submit the management review records at least 30 calendar days prior to the audit start date due to confidentiality concerns, additional time must be added to the audit plan to review the management review records on-site prior to the start of the opening meeting.

The Client must notify the Certification Body of his/her intention to transfer to another Certification Body as soon as a legally valid contract has been signed with it.

The client must work with the certification body to resolve outstanding issues related to the transfer to or from another IATF-approved certification body.

The Client must remove all references to the IATF certification from all internal and external marketing channels – including but not limited to the website and print and electronic media – if its certification is cancelled or withdrawn or has expired.

2.1.9

Deviation management:

In the event of major deviations, the client must submit the following items within 15 calendar days of the final interview of the audit:

Implemented containment measures, including their effectiveness, as well as remedial measures

Root cause analysis including applied methodology, analysis and results, as well as effects of the root cause on other processes

A corrective action plan to eliminate the identified root cause(s) and the established method(s) to verify their effectiveness.

The certification body must request the client to submit, within a maximum of sixty (60) calendar days after the audit closing interview:

Implemented containment measures, including their effectiveness, as well as remedial measures

Root cause analysis including applied methodology, analysis and results, as well as effects of the root cause on other processes

implemented systemic corrective measures to eliminate the root cause, including consideration of other affected processes.

Methods for verifying the effectiveness of implemented corrective measures and the result of the verification.

In cases where the accepted corrective action plan for a deviation is deemed unacceptable, the certification body must resolve the outstanding issues with the client within a maximum of ninety (90) calendar days after the audit final interview. If no solution is found, the audit result must be assessed as failed and the IATF database must be updated accordingly. The certification decision is negative and the client has to restart with a certification audit. The valid certificate must be revoked immediately. A major deviation requires on-site verification.

In special cases where the implementation of corrective actions cannot take place within a maximum of ninety (90) calendar days from the final interview of the on-site audit, the certification body must consider the deviation as open but 100% resolved if the following conditions are met:

Scheduled post-audit on site based on the accepted action plan and before the next audit

immediate measures taken in order not to expose the Client's customers to any risk; including a review of the systemic impact on the client's process

Documented evidence of an acceptable action plan, instructions and records demonstrating the elimination of the identified non-conforming state of the deviation – including a review of the systemic impact on the client's process

In the event of secondary deviations, the certification body can verify the effective implementation of the identified corrective measures during the next audit, instead of carrying out verification during an additional on-site audit. In cases where the accepted action plan is deemed not to have been effectively implemented, a new major deviation must be identified with respect to the corrective action process and the previous minor deviation must be identified as the major deviation. This automatically leads to the suspension of the certificate.

In the case of major deviations, verification of the effective elimination of the root cause must always be carried out on site, provided that the client's submitted opinion has been accepted by a member of the audit team.

If the certification body detects a deviation during a monitoring, recertification or extraordinary audit, the decertification process must be initiated on the last day of the audit. This lasts a maximum of 127 days and decides whether a certificate is suspended or not. A suspension is a temporary status that leads to either reinstatement or revocation of certification.

2.1.10 The certification company

must inform the client within 10 calendar days of the changes in the ownership of the certification body or the loss of the IATF accreditation.

must work with the client to resolve outstanding issues related to the client's transfer to or from another IATF-approved certification body.

including any IATF 16949 auditors sponsored by it, must comply with all applicable data protection laws of the client's respective jurisdiction and provide transparency regarding the scope and processing of relevant personal data.

2.1.11 Use of the IATF logo

The IATF logo may only be displayed on the certificate or declaration of conformity issued by the certification body. Any other use of the IATF logo is not permitted.

Note: The applicant may make copies of his/her IATF 16949 certificate with the IATF logo for marketing and promotional purposes.

Any breach of any of the above provisions will be considered a material breach of contract and will result in appropriate action by the Certification Body according to its severity, including, but not limited to, cancellation or termination of the audit, termination of the contract or withdrawal of certification.

2.2 Supplementary conditions ISMS according to ISO/IEC 27001

In addition to the requirements under Section 1.5 on network certifications, the following requirements apply to ISM systems in accordance with ISO/IEC 27001:

2.2.1 Composite certifications can be applied to organizations with several comparable locations where an ISMS has been implemented that covers the requirements for all locations. A certificate can be issued to an organization, including its sites, under the following conditions:

all sites have the same ISMS, which is centrally managed and monitored and is subject to internal auditing and management review,

all sites are included in the internal audit program and the management review program,

it is ensured that the different locations are adequately taken into account in the selection of the sample.

a representative number of sites will be selected by the contractor taking into account the following aspects:

Results of internal audits of headquarters and sites

Result of the Management Review

Different sizes of locations

Differences in the business purpose of the locations

Complexity of the ISMS

Complexity of the information systems at the various locations

Differences in the way we work

Differences in ongoing activities

Possible interaction with critical information systems or processing of sensitive data

Different legal requirements

The representative sample refers to all locations in the area of application of the customer ISMS; it is based on the assessment according to point d) and on the basis of random elements.

Before certification, all sites for which there are significant risks must be audited.

The monitoring program is designed in such a way that all locations are taken into account in a reasonable time.

Corrective actions in the event of deviations at one site are applied to the entire network within the scope of the certification.

2.2.2 If there are ISMS-relevant documents that may not be inspected during the audit, this must be reported to the certification body as early as possible. In consultation with the audit manager, the latter then makes the decision as to whether the certification process can be continued without inspection of these documents or whether it must be discontinued.

2.3 Supplementary Terms and Conditions IT Security Catalogue §11 EnWG para. 1a

2.3.1 To check the scope of the ISMS and the risk assessment according to the IT security catalog, the audit team must consult a technical expert. The client agrees to this. He has the right to receive information about the appointed expert (professional CV) and to reject the expert in justified cases.

2.3.2 The certification body is obliged to suspend or revoke the certificate at any time during the validity period if it becomes aware that the certification requirements are temporarily or permanently no longer met by a network operator.

2.3.3 The certificate will be suspended or withdrawn if the applicant organisation has not carried out necessary corrective measures within the agreed period.

2.3.4 The certification body is obliged to inform the Federal Network Agency immediately of the suspension or withdrawal of the certificate.

2.3.5 If the Federal Network Agency, for its part, becomes aware that the certification requirements are temporarily or permanently no longer met by a network operator, it forwards this information to the certification body concerned.

2.4 Supplementary conditions ISO 14001 / ISO 45001

2.4.1 Obligation to provide information in the event of serious incidents

The customer must immediately inform the certification body of the occurrence of a serious incident or violation of regulations that require the involvement of the competent supervisory authority.

2.4.2 Regardless of the involvement of the competent regulatory authority, a special audit may be required if the certification body becomes aware of a serious incident related to occupational health and safety, such as a serious accident, or a serious violation of the regulations, in order to investigate whether the management system has not been compromised and is functioning effectively. The certification body documents the result of its investigation.

2.5 Supplementary conditions ISO 50001

2.5.1 Evidence of continuous improvement in energy-related performance

For the initial certification to be granted, the company must already provide proof of the improvement in energy-related performance.

To maintain the certificate, the company must provide proof 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 as part of the annual surveillance audits. During the surveillance audits, no proof of the achievement of an improvement in energy-related performance is required.

2.5.2 Energy audits according to DIN EN 16247-1 (bzw. ISO 50002)

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

2.5.3 Suitability of an organization for sampling

The following requirements apply to eligibility for random testing:

- The customer's organization must have a single EnMS.
- The customer's organization must name its central function. The central function is part of the customer's organization and may not be contractually subcontracted to an external organization.
- The central function must have the authority in the organization to define, implement and maintain the individual EnMS.
- The data suitable for the proof of energy-related performance is collected and can be evaluated by the central function.
- The individual EnMS of the customer's organization must be subject to a central management review.
- All sites must be subject to the internal audit program of the customer's organization.

The central function must be responsible for ensuring that the data (energy and other) is collected and evaluated from all sites. It must be able to demonstrate its authority and ability to initiate organizational changes that may be necessary in relation to, inter alia, the management system and energy-related performance.

2.6 Verified comparison website (payment accounts)

A comparison website is a website within the meaning of Section 16 (1) of the Payment Accounts Act (ZKG) and Section 1, (1) of the Comparison Websites Ordinance (VglWebV). for payment accounts, the following requirements take precedence. For the certification of payment account comparison websites, the following Supplemental Terms shall take precedence over the applicable General and Special Certification Conditions:

2.6.1 The applicable requirements and requirements from the Comparison Website Ordinance (VglWebV), the Payment Accounts Act (ZKG), the Payment Accounts Directive, the DAKkS requirements for the accreditation of conformity assessment bodies in the area of the Payment Accounts Act and the Comparison Website Ordinance, the regulations in the TÜV Saarland Certification Programme for Comparison Websites for Payment Accounts and the TÜV Saarland Catalogue of Criteria for the Examination of Comparison Websites for Payment accounts.

2.6.2 The operator is obliged to disclose to the conformity assessment body the amount and nature of all monetary and non-monetary remuneration agreed between it and payment service providers or third parties, whereby the individual payment service providers or third parties must be named in each case, and, upon request, the history of the weighting and prioritisation of the comparison criteria in accordance with § 7 paragraph 1 number 3 VglWebV for each previous point in time from the certification to check the requirements pursuant to § 18 no. 3 of the Payment Accounts Act. Remuneration pursuant to subsection 1 number 1 includes, in particular, direct commissions, click fees and advertising revenue.

2.6.3 The operator of the comparison website is obliged to inform the certification body of all planned changes to the comparison website that affect the requirements for the comparison criteria and for the comparison website in accordance with §§ 17 and 18 of the Payment Accounts Act, the Comparison Website Ordinance or the TÜV Saarland criteria catalogue "Verified comparison website – payment accounts". **The information must be provided before the operator publishes the changes on the comparison website.**

The certification body checks and certifies, **if possible, within one week** of receipt of information on planned changes that compliance continues to exist even after the notified changes have been implemented.

A change always refers to a test criterion. If several test criteria are affected by the amendment, the period is extended accordingly. If the changes are substantial, it may be necessary to carry out a special audit, which may have the scope of the conformity checks KI and/or KII and/or KIII.

2.6.4 The certification body is obliged to inform the German Accreditation Body GmbH (DAkkS) **without delay** of the suspension or withdrawal of the certificate.

If, for its part, DAKkS becomes aware that the certification requirements for a comparison website are temporarily or permanently no longer met, it forwards this information to the certification body concerned.

2.6.5 If the certification body discovers violations of the requirements of the Payment Accounts Act or the VglWebV during a certification process, or if information in

this regard comes to its attention, it is obliged to notify DAKkS without delay. – **within two (2) business days** – to inform them of this.

If DAKkS decides that it is necessary to withdraw the certificate, KBS is obliged to withdraw the certificate immediately – **within two (2) working days** of receipt of the instruction

2.6.6 The conformity assessment body assigns the following certification symbol as part of the certificate to the operator of the comparison website.



The holder of a valid certificate is entitled to use the certification symbol shown below only on the payment account comparison website. The certification symbol must also be visible when printing out the statement of results. If the operator's certificate expires, the operator may no longer use the certification symbol.

The certification symbol has been registered as a trademark at the German Patent and Trademark Office with the number 30 2017 034 233 since 27.12.2017 and is protected against unauthorized use. It is also registered as a Community trademark at the European Union Intellectual Property Office (EUIPO) in Alicante with the number 30 2017 034 233.0 /36. The certification symbol can be used in three colours (black, red, gold) as well as in black and white. The accreditation body has the power to prohibit the operator from misusing the certification symbol. If the operator of the comparison website uses the certification symbol contrary to the requirements, he must remedy the grievance immediately.

The operator is obliged to link the certification symbol to the online certificate database of TÜV Saarland Certification GmbH for verification purposes (click on it by the user). The certification authority provides the operator with a corresponding deeplink for this purpose.

Last update: 2024-12-18