Terms and Conditions of Certification of

TÜV Rheinland Group in Greater China

www.tuv.com

TÜVRheinland®
Precisely Right.

II. Special Terms and Conditions of Certification Governing Accredited Certification Schemes

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

- Generally valid international accreditation standards: e.g. ISO/IEC 17021, ISO 19011;
- Accreditation standards specific for the relevant certification standard: e.g. ISO 22003 for the food industry or ISO 27006 for IT, EN 9104-001, EN 9101 in the field of aviation;
- Certification standards such as ISO 9001, ISO 14001, IATF 16949, BS OHSAS 18001, SCC, ISO 50001;
- Government regulations for certification;
- Accreditation rules defined by the respective accreditation body.

1 Terms and conditions for accredited certification schemes

1.1 Certification audit

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

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

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

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

1.1.5 If we are not able to verify the implementation of corrections and corrective actions of any nonconformity

within 6 months after the last day of stage 2, we have to conduct another stage 2 prior to recommending certification.

1.2 Surveillance audit

1.2.1 To maintain validity of the certificate, on-site surveillance audits shall be carried out at least annually. The due date is determined by the last day of the initial certification audit. The first surveillance audit after the certification audit has to be scheduled based on the due date and has to be carried out not later than 12 months after the certification audit decision.

1.3 Re-certification audit

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

1.3.2 The procedure is similar to that of a certification audit, where the necessity and scope of a stage 1 audit are determined subject to changes in the client's management system, the client's organization or the context in which the client's management system is operating.

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

1.4 Audits announced at short notice or unannounced

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

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

1.5 Multi-site certifications

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

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

- All sites maintain a legal or contractual relationship with the organization's headquarters.
- Products/services are basically identical at all sites and are produced using identical methods and processes.
- A uniform management system has been defined for, and is established and maintained in, all branches/production facilities.
- The entire management system is monitored centrally under the direction of the Management Representative at the organization's central office, who is authorized to issue management system-related instructions to all branch offices/production sites.

- Internal audits and management reviews have been carried out at all branch offices sites.
- Certain areas carry out centralized activities on behalf of all branch offices/production sites, e.g. product and process design and development, purchasing, human resources (HR), etc.

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

1.5.4 We select the sites to be audited.

2 Standard-specific terms and conditions for accredited certification schemes

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

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

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

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

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

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

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

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

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

2.1.4 The client is obliged to inform us 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 1.4). 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.

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

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

- IATF 16949 – Automotive certification scheme for IATF 16949: Rules for achieving and maintaining IATF recognition, 5th edition for IATF 16949, 1

November 2016 (IATF: International Automotive Task Force).
- VDA 6.x – Certification scheme for VDA 6.1, VDA 6.2 and VDA 6.4 based on ISO 9001 (VDA-QMC = Verband der Automobilindustrie – Qualitäts-Management-Center).

2.2.2 The client:

- Cannot refuse the presence of an IATF representative
- Cannot refuse our request to provide the final report to the IATF
- Cannot refuse an IATF witness audit
- Cannot refuse the presence of an internal witness auditor of us
- Cannot refuse the presence of an IATF representative or their delegates

2.2.3 Consultants to the client cannot be physically present at the client's site during the audit or participate in the audit in any way.

2.2.4 Failure by the client to inform us of a change is considered a breach of the legally enforceable agreement and may result in the withdrawal of the client's ISO/TS 16949 certificate by us. Changes may be related to:

- Legal status
- Commercial status (e.g. joint ventures, sub-contracting with other organizations)
- Ownership status (e.g. mergers and acquisitions)
- Organization and management
- Contact address or location
- Scope of operations under the certified management system
- IATF subscribing OEM customer special status
- Major changes to the management system and processes

2.2.5 Audit termination:

- if a stage 2 audit is terminated, the client shall start over with a stage 1 readiness review,
- if a surveillance audit is terminated, the certificate shall be suspended and a full repeat surveillance audit shall be conducted within ninety (90) calendar days of the closing meeting,
- if a recertification audit is terminated, the client shall have another recertification audit in accordance with section 5.1.1. If the timing is exceeded, the client shall start over with an initial certification audit (stage 1 and stage 2),
- if a transfer audit is terminated, the client shall start over with an initial certification audit (stage 1 readiness review and stage 2)

2.2.6 Nonconformity management:

We shall require the client to submit, within a maximum of sixty (60) calendar days from the closing meeting of the site audit, evidence of the following:

- implemented correction,
- root cause including methodology used, analysis, and results,
- implemented systemic corrective actions to eliminate each nonconformity, including consideration of the impact to other similar processes and products,
- verification of effectiveness of implemented corrective actions.

In cases where the accepted corrective action plan for a nonconformity is found not acceptable, we shall resolve the outstanding issues with the client within a maximum of ninety (90) calendar days from the closing meeting of the audit. If resolution cannot be completed, the final audit result shall be considered failed and the IATF database shall be updated. The certification decision shall be negative and the client shall start over with an initial certification audit. The current valid certificate shall be immediately withdrawn. A major nonconformity shall require onsite verification.

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, we shall consider the nonconformity open but 100% resolved when the following conditions have been met:

- scheduled onsite follow-up audit based on the accepted action plan and prior to the next audit.
- Containment of the condition to prevent risk to the customer has been taken, including a review of the systemic impact on the client`s process
- Documented evidence of an acceptable action plan, instructions, and records to demonstrate the elimination of the nonconformity condition, including a review of the systemic impact on the client`s process

For minor nonconformities we may verify the effective implementation of the identified corrective actions at the next audit instead of verification during an additional onsite verification visit. In cases where the accepted corrective action plan is found to be not effectively implemented, a new major nonconformity shall be issued against the corrective action process and the previous minor nonconformity shall be reissued as a major nonconformity. This will lead to automatic suspension of the certificate.

When a nonconformity is identified during a recertification audit by us, then the decertification process (see section 8.0 of the rules) shall be initiated on the last audit day (see section 8.1.c of the rules).

2.2.7 Special Audits

It may become necessary for us to conduct audits of certified clients to investigate performance complaints (see section 8.1 a/b of the rules), in response to changes to the client's quality management system (see section 3.2 of the rules), significant changes at the client's site or as a result of a suspended certificate (see section 8.3 of the rules). Clients cannot deny Special Audits.

2.2.8 Transfer audit

The client has to notify the former certification body about the intent to transfer to us.

A legal enforceable agreement has to include provisions to ensure that it can be extended until all transfer activities to us are completed.

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

2.3.1 These supplementary conditions apply for:

- ISO 22000 - Management systems for food safety - Requirements for any organisation in the food chain
- ISO / TS 22002-1 - Prerequisite programmes on food safety - Part 1: Food manufacturing
- ISO / TS 22002 - 4 - Prerequisite programmes on food safety – Part 4: Food packaging manufacturing

2.3.2 The basis for the implementation of the entire audit and certification process, including logo usage, are the specifications of the applicable standards and additional documents of Foundation for Food Safety Certification, e.g. Food Safety System Certification 22000, PART I (www.fssc22000.com).

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

2.3.4 Multi-site certifications for ISO 22000 are only possible for up to 25 sites in the areas of animal breeding, plant breeding, catering, distribution and/ or transportation/ storage.

2.3.5 Multi-site certifications for FSSC 22000 are not performed.

2.3.6 If the client becomes aware that his product poses health risks or that statutory requirements are not being met, he shall inform us immediately.

2.3.7 The client is obliged to inform us immediately if he becomes aware of any possible legal steps regarding product safety or product compliance, incl. of significant changes that affect the capability of the management system to continue to fulfil the FSSC 22000 Scheme requirements.

2.3.8 In the event of a product recall, the client has the obligation to inform us of the situation and of the details that have led to this situation.

2.3.9 The client will irrevocably authorize us to submit the following data via TÜV Rheinland Cert GmbH to Foundation for Food Safety Certification, Stephensonweg 14, 4207 HB Gorinchem, The Netherlands

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

2.3.10 The client agrees to grant unlimited access to the Foundation for Food Safety Certification 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 to the means of transport during business or operation hours,
- to carry out inspections,
- to view and examine all written and electronic business documents, and
- to request necessary information.

If serious discrepancies are found, the Foundation for Food Safety Certification may establish sanctions against the Contractor, which may lead to the withdrawal of the certificate.

2.3.11 At least one unannounced FSSC 22000 audit is undertaken after the initial / re-certification audit and within each 3-year period thereafter. However, the client can voluntary choose to replace all surveillance audits by unannounced annual surveillance audits. The customer informs us in writing about the blackout days by 10 days / year, during which the unannounced audit cannot be carried out (e.g. company holidays).

2.3.12 If the client refuses to participate in the unannounced FSSC 22000 audit, first the certificate will be suspended immediately, and we will withdraw the certificate, if the client does not give us the explicit opportunity to perform the unannounced audit within six month from the audit date.

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

2.3.14 The client has to report serious events to us within 3 working days. Serious events in this sense are especially:

- 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.

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

2.4 Supplementary terms and conditions for product certification as per the IFS Feature Standards IFS Food / IFS Logistics and IFS Broker

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

- IFS Food – Standard for auditing quality and safety of food products
- IFS Logistics – Standard for logistical services in relation to product quality and –safety
- IFS Broker - standard for auditing trading agencies, importers and brokers services compliance in relation to product quality and safety

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

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

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

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

2.4.6 The client will irrevocably authorize us to submit the following data via TÜV Rheinland Cert GmbH to IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin:

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

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

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

2.4.9 The client undertakes to inform us via TÜV Rheinland Cert GmbH within 3 working days of any health risk or or that statutory requirements are not being met of which the client becomes aware.

2.4.10 The client is obliged to inform us immediately if he becomes aware of any possible legal steps regarding product safety or product compliance.

2.4.11 In the event of a product recall, the client has the obligation to inform us at least within 3 working days of the situation and of the details that have led to this situation.

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

- Enter properties, business premises, working areas and storage rooms as well as means of transport during business hours or operating time,
- Perform inspections,
- View and examine all written and electronic business documents,
- Request necessary information, and
- Perform unannounced audits..

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

2.4.13 Optionally, the customer can choose an unannounced IFS Food audit / IFS Logistics audit instead of the announced IFS Food audit / IFS logistics audit. More information (e.g. audit protocol unannounced audits) are written on the homepage of the standard owner (www.ifs-certification.com

2.5 Supplementary terms and conditions for product certification as per BRC Global Standard for Food Safety / BRC Global Standard For Packaging and Packaging Materials / BRC Global Standard Consumer Products – General Merchandise / BRC Global Standard Consumer Products – Personal Care and Household

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

- BRC Global Standard for Food Safety.
- BRC Global Standard Packaging and Packaging Materials.
- BRC Global Standard Consumer Products - General Merchandise.
- BRC Global Standard Consumer Products – Personal Care and Household.

2.5.2 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 (e.g. commercial products). Further information is available on the homepage of the standard owner (www.brcglobalstandards.com).

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

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

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

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

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

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

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

2.5.10 The client shall irrevocably authorize us to submit the following data via TÜV Rheinland Cert GmbH to "BRC Trading Limited":

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

2.5.11 The client agrees to grant unlimited access to the "BRC Trading Limited" 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 the means of transport during business or operation hours,
- Carry out inspections,
- View and examine all written and electronic business documents,
- Request necessary information, and
- Perform unannounced audits.

If serious non-conformities are found, "BRC Trading Limited" 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” (e.g. ASDA).

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

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

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

2.6.3 The Client must allow us to register data via TÜV Rheinland Cert GmbH at level 1 (i.e. information about issued certificates for AQMS standards ("AQMS" = Aerospace Quality Management System) - the public area) and level 2 (e.g. information and on results of audits, assessments, nonconformance, 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 data contained in the OASIS data bank of the level 2 to his customers from the aviation industry, aerospace industry and defensive industry and authorities on inquiry, unless, justified reasons stand against it (e.g., competition, confidentiality, conflicts of interests).

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

2.6.5 The Stage 1 audit of the initial certification audit must be conducted on site. Stage 1 and Stage 2 may not directly follow each other in time.

2.6.6 For organizations with multiple sites belonging to the scope of certification, the organization of a structure is assigned on the basis of the criteria of the appendix B of EN in 9104-001. This allocation is the basis for audit days that are to be audited at each site.

2.6.7 The Client is obliged to provide to its customers and potential customers copies of the audit report and related documents and records available upon request, unless entitled refusal reasons exist (e.g., competition, confidentiality, conflicts of interests).

2.6.8 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.

2.6.9 In accordance with EN 9101 correction actions to non-conformities - according to classification - must be submitted to the lead auditor by the organization within max. 30 days after the finding of the non-conformities. We must via TÜV Rheinland Cert GmbH initiate the process for the suspension of the certification if an organization is unable to prove within 60 days after the creation of a non-conformance report (NCR) that the conformance with the referring norm is restored. If AQMS-certificated organizations lose their certification according AQMS standard, they must inform about this

their customers of the aviation, aerospace and defense immediately.

2.6.10 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.

2.7 Supplementary terms and conditions as per BS OHSAS 18001 / ISO 45001 and SCC

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

- BS OHSAS 18001 / ISO 45001
- and management systems in the area of safety, health and environmental protection as per
- SCC (contractors/ production sector)
- and
- SCP (providers of personnel services).

2.7.2 In cases involving initial certification as per BS OHSAS 18001 / ISO 45001, the stage 1 audit shall always be carried out on site.

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

2.7.4 In cases involving SCP certification, the client undertakes to grant access to representative construction/work sites or projects. Should the lessee refuse access to its company, construction/work sites or projects, the personnel leasing agency shall send a representative sample of temporary agency workers to the client's headquarters or its respective branch office, to ensure the auditor(s) can interview these workers within the scope of the audit.

2.7.5 Clients certified according to SCC or SCP may file an application for use of the SCC mark during their certificates' period of validity.

2.7.6 The client is obliged to inform us 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. We then decide whether or not a short-term, extraordinary audit is required (see 1.4). If it emerges that OSH management system is severely in breach of the certification requirements, we 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.

2.8 Supplementary terms and conditions of other TÜV Rheinland Organizations

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

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

Complementing the requirements for multi-site certifications set forth under Art. 1.5, the following

supplementary terms and conditions apply to the certification of Information Security Management Systems (ISMS) as per ISO/IEC 27001:

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

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

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

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

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

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

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

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

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

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

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

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

2.10.1 The rules of the Deutsche Akkreditierungsstelle (DAkkS) apply regarding the "accreditation of certification bodies for energy management systems - EnMS" (71 SD 6 022) in their current version (see www.dakks.de/doc_zm). New certifications or recertifications must comply with the requirements of ISO 50003 from the date of the accreditation according to ISO 50003:2014.

2.10.2 For multi-site certifications, the conditions set out in Section II.1.5 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).

2.10.3 For initial certifications the stage 1 audit has to take place on-site. 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.