

General Terms and Conditions of Business of TÜV Rheinland Philippines, Inc.

- 1. Scope**
- 1.1 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.2 Unless agreed to in writing by TÜV Rheinland Philippines, Inc., the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, shall not apply and shall hereby be expressly excluded. No contractual terms and conditions of the client shall form part of the contract unless TÜV Rheinland Philippines, Inc. agrees to the same in writing.
- 2. Quotations**
- Unless otherwise agreed by the parties, all quotations submitted by TÜV Rheinland Philippines, Inc. shall be subject to change without notice.
- 3. Coming into effect and duration of contracts**
- 3.1 The contract shall come into effect for the agreed term indicated in the quotation letter of TÜV Rheinland Philippines, Inc. or a separate contractual document signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland Philippines, Inc. If the client instructs TÜV Rheinland Philippines, Inc. without receiving a prior quotation from TÜV Rheinland Philippines, Inc. (quotation), TÜV Rheinland Philippines, Inc. is in its sole discretion entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
- 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
- 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice to the end of the contractual term.
- 4. Scope of services**
- 4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland Philippines, Inc. shall be decisive.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 Furthermore, TÜV Rheinland Philippines, Inc. is entitled to determine (in its sole discretion) the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based; in particular, no responsibility shall be assumed for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations unless these questions are expressly covered by the contract.
- 4.5 In the case of inspection work, TÜV Rheinland Philippines, Inc. shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
- 5. Performance periods/dates**
- 5.1 The contractually agreed periods and dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if confirmed as binding by TÜV Rheinland Philippines, Inc. in writing.
- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland Philippines, Inc.. This also applies to all extensions of agreed dates for performance not caused by TÜV Rheinland Philippines, Inc..
- 6. The client's obligation to cooperate**
- 6.1 The client shall guarantee that all cooperation required on its part, its employees, agents or third parties will be provided in good time and at no cost to TÜV Rheinland Philippines, Inc.
- 6.2 Design documents, supplies, auxiliary staff, and other requirements necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with laws, standards, safety regulations and accident prevention instructions.
- 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland Philippines, Inc. shall be entitled to charge extra for such additional expense.
- 7. Invoicing of work**
- 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland Philippines, Inc. price list valid at the time of performance.
- 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00, TÜV Rheinland Philippines, Inc. may demand payments on account or in installments.
- 8. Payment terms**
- 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted.
- 8.2 Payments shall be made to the bank account of TÜV Rheinland Philippines, Inc. as indicated on the invoice, stating the invoice and customer numbers.
- 8.3 In cases of default of payment, TÜV Rheinland Philippines, Inc. shall be entitled to claim a penalty interest at a rate of 2% per month on the amount due until payment is made. At the same time, TÜV Rheinland Philippines, Inc. reserves the right to claim further damages.
- 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland Philippines, Inc. shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.
- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned
- cheques, cessation of payment, and commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.6 Objections to the invoices of TÜV Rheinland Philippines, Inc. shall be submitted in writing within two weeks of receipt of the invoice.
- 8.7 TÜV Rheinland Philippines, Inc. shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland Philippines, Inc. shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland Philippines, Inc. shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon expiry of the above period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland Philippines, Inc..
- 9. Acceptance**
- 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland Philippines, Inc. for acceptance as an installment. The client shall be obliged to accept it immediately.
- 9.2 If the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place four (4) calendar weeks after performance of the work if TÜV Rheinland Philippines, Inc. has specifically made the client aware of the aforementioned deadline upon performance of the service.
- 10. Confidentiality**
- 10.1 For the purpose of this agreement, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
- 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
- a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with the disclosing party;
- b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland Philippines, Inc. is required to pass on confidential information, inspection reports or documentation to the authorities or third parties that are involved in the performance of the contract;

- c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is objectively required.
- 10.4 The receiving party shall disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the subject matter of this contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.5 Information for which the receiving party can furnish proof that:
- it was generally known at the time of disclosure or has become general knowledge without violation of this agreement; or
 - it was disclosed to the receiving party by a third party entitled to disclose this information; or
 - the receiving party already possessed this information prior to disclosure by the disclosing party; or
 - the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this agreement.
- 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or, on request by the disclosing party, to (ii) destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland Philippines, Inc. is entitled to make file copies of such reports, certificates and confidential information that form the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes.
- 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.
- ### 11. Copyrights
- 11.1 TÜV Rheinland Philippines, Inc. shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations, and other such documents prepared by TÜV Rheinland Philippines, Inc..
- 11.2 The client may only use expert reports, test results, calculations, presentations etc. prepared within the scope of the contract and for the contractually agreed purpose.
- 11.3 The client may use test reports, test results, expert reports, etc. provided that client shall use the same in its entirety, meaning such reports or results shall not be abridged nor shortened. Any publication or duplication of such reports or results for advertising purposes needs the prior written approval of TÜV Rheinland Philippines, Inc..
- ### 12. Liability of TÜV Rheinland Philippines, Inc.
- 12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland Philippines, Inc. for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland Philippines, Inc. shall be limited to: (i) in the case of contract with a fixed overall fee, 1.5 times the fee for the entire contract; (ii) in the case of contracts for annually recurring services, to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of 1.5 times the annual fees and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to 1.5 times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland Philippines, Inc. is limited in any event of damage or loss 1.5 times the Total Contract Price.
- 12.2 TÜV Rheinland Philippines, Inc. shall not be liable for personnel made available by the client to support TÜV Rheinland Philippines, Inc. in the performance of its services under this contract, and the client shall indemnify TÜV Rheinland Philippines, Inc. against any claims made by third parties.
- 12.3 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.4 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
- ### 13. Partial invalidity, written form, place of jurisdiction
- 13.1 No ancillary agreements to a contract shall be concluded, unless agreed to by the parties.
- 13.2 All amendments and supplements to contracts or agreements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.
- 13.3 Should one or several of the provisions of a contract be void or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
- 13.4 The place of jurisdiction for all disputes arising in connection with contracts and agreements shall be the Philippines and the same shall be governed by, construed, and enforced in accordance with the laws of the Philippines.

Promoting Certification and Using the TRNA and ANAB Marks

Legal Scope:

TÜV Rheinland of North America Inc.

Business Scope:

S.01 Certification of Management Systems
S.01 Certification of Management Systems : ISO 9001/ANAB-TR NA
S.01 Certification of Management Systems : ISO 14001 /ANAB-TR NA
S.01 Certification of Management Systems : ISO 45001/ANAB-TR NA
S.01 Certification of Management Systems : ISO 27001/ANAB-TRNA
S.01 Certification of Management Systems : AS 9100/ANAB-TR NA
S.01 Certification of Management Systems : AS 9120/ANAB-TR NA

Process Scope:

6.3 Service Delivery : 6.3.3 Certification

1. Objectives

The purpose of this procedure is to describe the applicability and conditions of use of the TRNA trademarks, ANAB accreditation marks and promotion of certification by clients certified by TRNA.

2. Terms and Abbreviations

Terms/Abbreviations	Description
Certification Body (CB)	An organization that has been accredited by an Accreditation Body to certify an organization's management system and implementation/maintenance thereof as being in conformity to a specific standard (e.g., ISO 14001:2015).
Accreditation Body (AB)	An organization that accredits Certification Bodies to certify an organization's management system and implementation/maintenance thereof as being in conformity to a specific standard.
Trademark and Mark	The logo, symbol, or other graphic representation that identifies the CB, AB, IAF, etc.
ANAB	The ANSI National Accreditation Board (ANAB) is a wholly owned subsidiary of the American National Standards Institute (ANSI), a nonprofit corporation.
IAF	The International Accreditation Forum, Inc. – a global association of ABs and others who develop and maintain a single worldwide program of conformity assessment to ensure that accredited certificates may be relied upon.
ISO	The International Organization for Standardization - develops and publishes international standards.
TRNA	TUV Rheinland of North America, Inc.
Client	Company certified by TRNA

Promoting Certification and Using the TRNA and ANAB Marks

3. Scope of Application

TRNA S.01 Systems.

4. Principles**4.1 General Requirements**

- 4.1.1 This procedure describes how a client can properly use TRNA trademark(s) and ANAB accreditation mark(s). During audit activities, TRNA will monitor the client's promotion of its certification and its use of these trademarks and accreditation marks.
- 4.1.2 ISO publishes rules for a client to follow when publicizing the certification of its management system by an accredited CB. Certification indicates conformity to the standards for documented management systems by TRNA. It does not indicate an endorsement or approval by ISO, nor a product / service certification of any kind. ISO develops and promulgates international standards but does not operate a scheme for verifying conformity to them. Using the ISO logo alone in advertisements would give the impression that ISO has "approved" such certification or even carried it out. Therefore, it is incorrect for the certificate holder to describe the company as "ISO registered" or "ISO certified".
- 4.1.3 When the Standard is specified in conjunction with promotion of its certification, the certificate holder shall not use the generic term of the standard (e.g., ISO 9000 or ISO 14000). The certificate holder shall indicate the specific standard, including the edition year, to which its certification applies (e.g., ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, etc., as appropriate).

4.2) Specifications of the TRNA Trademark and Accreditation Mark use

- 4.2.1 If the TRNA trademark is used, it must be in one the following options:



- a) The "Triangle" is a registered trademark (No. 1,674,458) with the United States Patent and Trademark Office.
- b) The trademark shall be reproduced:
- I. The triangle and line in the color blue as specified in Graphic Code PMS 300 with TÜV in black or on a clearly contrasting background;
 - II. In a size where all features of the mark are clearly distinguishable, generally with the length of the triangle side being no less than 3/16 inch (4.8 mm).
- c) A client may use the TRNA trademark by itself or in conjunction with the appropriate ANAB mark.
- 4.2.2 ANAB grants TRNA the right to apply the AB mark, subject to specific rules (i.e. color, size, and location of the mark).

Promoting Certification and Using the TRNA and ANAB Marks

- a) If the ANAB accreditation mark is used, it must be as one the following options:



- b) The ANAB accreditation mark shall be reproduced as follows:

- I. In black on a white or light-colored background or in blue (PMS 286 or equivalent) and red (PMS 485 or equivalent) or light-colored background;
- II. In a size which makes all features of the mark clearly distinguishable;
- III. Without distortion of its dimensions;
- IV. When using the ANAB accreditation mark, its size must not exceed the size of TRNA's trademark;
- V. An organization may not place the ANAB accreditation mark in isolation from TRNA's trademark.

- 4.2.3 If the IAF MLA mark and ANAB accreditation mark is used, it must be in one of the following options:



- a) The IAF MLA Mark shall not be used by the client as a stand-alone mark; it must be combined with the ANAB accreditation mark, as shown above.

4.3 Conditions of the TRNA Trademark and Accreditation Mark use

- 4.4.4 The trademark and/or accreditation mark(s) shall only be used in conjunction with the client's specific name, location that gained certification and ceases on the expiration date of the certification.
- 4.4.5 When a client only certified a portion of its manufacturing processes, products or services, the claim of certification must be specific and not provide the impression of "organization-wide" certification.
- 4.4.6 The trademark and/or accreditation mark(s) shall not be used for the labeling of individual products or evidence of service provision, or in intimate association with the products or services in a manner that suggests the products or services themselves are certified or endorsed by TRNA. Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product. The trademark and/or accreditation mark(s) shall not be used on test, calibration or inspection reports.
- 4.4.7 The use of the trademark and/or accreditation mark(s) must not, without the express permission of TRNA, be transferred to third parties, successors or be the subject of an assignment, sale or of any sort of enforced measure.
- 4.4.8 Under suspension, the client's management system certificate is temporarily invalid. During the suspension the client shall refrain from any further promotion of its certification. TRNA shall make the suspension information publicly accessible. Failure to comply with this requirement may lead to withdrawal of the client's certification.
- 4.4.9 If certification is withdrawn, the client loses the right to use the trademark and/or accreditation mark(s). If an organization continues to use the trademark and/or accreditation mark(s) following

Promoting Certification and Using the TRNA and ANAB Marks

withdrawal or expiration, this will be considered making a false claim of certification, and TRNA and/or ANAB may take legal action.

4.4) Statements/Examples Regarding System Certification

4.4.1 The statement shall include reference to:

- I. identification (e.g. brand or name) of the certified client;
- II. the type of management system (e.g. quality, environment) and the applicable standard and revision year;
- III. the certification body issuing the certificate.

4.4.2 The following statement is approved for use per the requirements above:

“<Company name is <standard> certified with TUV Rheinland of North America”

Deviations must be reviewed and approved by TRNA.

Please contact your Project Manager for high resolution images of the marks



5. Roles & Responsibilities

Process Roles	Responsibilities
TRNA	Global Registrar providing accredited certification services to a variety of clients under multiple accreditations.
ANAB	Provider accreditation services to certification bodies include TRNA.
Client	The certified organization is responsible for implementing the requirements of this procedure when using certification and accreditation marks and/or promoting its certification.

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6. Specifications

N/A

7. Attachments

N/A

8. Related Documents

MS-0005711 - TRNA S.01 Navigation Tool

MS-0043514 - General Terms and Conditions of Certification of TÜV Rheinland Cert GmbH / LGA InterCert GmbH

9. External Reference Documents

ISO 17021 2015 - Conformity assessment – Requirements for bodies providing audit and certification of management systems

ISO requirements

<https://www.iso.org/iso-name-and-logo.html>

IAF requirements (IAF ML2)

<https://ind-expocertification.com/images/word/IAFMLA.pdf>

ANAB requirements (PR 1018)

<https://anab.qualtraxcloud.com/ShowDocument.aspx?ID=12436>

ANAB Heads Up #34 (2004)

<https://anab.qualtraxcloud.com/ShowDocument.aspx?ID=4891>

1 GENERAL

TUV Rheinland of North America, Inc. (hereinafter referred to as TRNA) offers interested companies its services for management system certification.

TRNA assesses and certifies the management systems of product manufacturers and service companies. The independence, confidentiality and impartiality of the auditors is required by TRNA. The TRNA structural and procedural organization ensures that the criteria stated in ISO 17021:2015 are fulfilled. The certification organization and process are documented.

For the certification process to occur, a signed contract and/or purchase order is required. The following documents are considered as part of the contract and are binding on both parties:

- Service Agreement, Quotation and Executed Purchase Order Form;
- TUV Rheinland of North America, Inc., General Terms and Conditions, (MS-0002298);
- General Conditions and Procedural Guidelines for TRNA Audits, (MS-0043256);
- General Conditions and Procedural Guidelines for AS91xx Certifications, (MS-0005710);
- General Terms and Conditions of Certification of TÜV Rheinland Cert GmbH / LGA InterCert GmbH, (MS-0043514);
- Promoting Certification and Using the TRNA and ANAB Marks, (MS-0005743).

Purchasing Terms and Conditions, Sales Terms and Conditions, Certification Regulations and other legal documents in use for TRNA legal entity is available on TUV website. Link for legal documents/Systems: <https://www.tuv.com/usa/en/imprint.html>

2 SCOPE

These “General Conditions and Procedural Guidelines...” apply to the total certification process, specified in section 3.

3 CERTIFICATION PROCESS

This section describes the general process for a company seeking management system certification.

3.1 Phase 1: Certification preparation

In the first phase, TRNA determines the qualifications needed to provide the requested services. The scope and applicable standard are determined via an application questionnaire.

If requested, TRNA will provide preliminary assessments to assist the client in determining their level of preparation for the certification audit.

3.1.1 Information meeting

TRNA will, if requested, hold an informational meeting with the interested company concerning TRNA’s certification services prior to the signing of a contract. This meeting may cover, the following points:

- the aim and benefits of certification;
- the basic requirements for certification;
- performance of the certification procedure;
- standard or standards applied;
- verification level, scope of application;
- estimated costs;
- proposed schedules.

3.1.2 Quotation

TRNA provides each prospective client a quotation detailing the services that will be provided and the associated costs. Audit duration

is determined by TRNA procedure MS-0005685 and [IAF Mandatory Documents](#). Quoted audit time may vary at auditors discretion based on organizational size, changes, complexity, risk, etc.

The associated costs are also summarized over the validity of the certification. TRNA reserves the right to apply annual increases in alignment with the Consumer Price Index. If travel is required, travel expenses are charged to the client at the actual cost plus a 10% service fee. Travel time will be invoiced at a minimum of a half man day rate but could be charged up to one man day rate, based on distance/time the auditor must travel.

Audits occurring outside of the United States may incur an annual processing fee.

3.1.3 Preliminary assessments

Agreement can also be made concerning more comprehensive preliminary assessments to be carried out by TRNA. These can cover, for example:

- Assessment of the management system by means of a document review, either on or off-site;
- Performance of an on-site pre-audit.

The goal of the preliminary assessments is to identify weak points in the management system and to decide upon the next steps in the certification process. The client receives a written report on the results of the preliminary assessments. These services can be ordered at any time before the certification audit, but are not a prerequisite or requirement for certification.

3.1.4 Audit team selection

At a time prior to the audit the client will be informed about the audit team members.

It will be ensured that the auditors were not involved in consulting activities with regard to setting up a management system for the client in the two years preceding the planned audit and are not in the year following certificate issue.

All auditors for TRNA have signed an agreement not to disclose to third parties any information obtained during the audit process and related activities.

The client has the right, **with reason**, to request any change in audit team members. If requested, a determination will be made as to whether alternate auditors are available. The client will be informed, on request, about the certifications in which the audit team members have previously participated.

If specific technical issues must be addressed in order to assess the management system, an appropriate technical expert will be included on the audit team.

3.2 Phase 2: Stage 1/Readiness Review Audit

3.2.1 Audit plan

The stage 1 audit is performed to evaluate the client’s readiness for the stage 2, certification audit. The stage 1 audit is typically conducted on site except in cases whereby justification is provided to allow offsite/remote review.

The client receives an audit plan detailing the activities that will be occurring during the audit. The schedule of activities may be modified with the concurrence of the Lead Auditor.

3.2.2 Audit conduct

During the audit, the audit team evaluates how much the management system of the client is ready for a stage 2 certification audit. It includes:

- a) review the client’s management system documented information;

- b) evaluate the client's site-specific conditions and to undertake discussions with the client's personnel to determine the preparedness for stage 2;
- c) review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system;
- d) obtain necessary information regarding the scope of the management system, including:
 - the client's site(s);
 - physical and organizational boundaries;
 - processes and equipment used;
 - levels of controls established (particularly in case of multisite clients);
 - applicable statutory and regulatory requirements;
 - [information data and security policy \(for ISO 27001 only\)](#)
- e) review the allocation of resources for stage 2 and agree the details of stage 2 with the client;
- f) provide a focus for planning stage 2 by gaining a sufficient understanding of the client's management system and site operations in the context of the management system standard or
- g) other normative document;
- h) evaluate if the internal audits and management reviews are being planned and performed, and that the
- i) level of implementation of the management system substantiates that the client is ready for stage 2.

3.2.3 Audit conclusion, Stage 1 audit report

A detailed audit report that describes the audit results and includes any concerns will be sent promptly to the client. The audit might result in a recommendation for:

- stage 2 certification audit within 6 months;
- stage 2 certification audit under the condition of implementation of corrective actions;
- repeating the stage 1 audit or continuing the audit on-site in the event that an off-site audit was conducted.

3.3 Phase 3: Stage 2/Certification Audit

3.3.1 Management review and internal audits

Prior to conduct of the stage 2 certification audit, the client shall conduct one complete internal audit and management review cycle. All clauses of the applicable standard are to be audited and the results presented to management for discussion during their management review.

If it is determined during the certification audit that this requirement has not been fulfilled, then a successful re-audit of the deficient area may be required prior to issuing the certification.

3.3.2 Audit plan

Prior to the certification audit the client receives an audit plan detailing the activities that will be occurring during the audit. The schedule of activities may be modified with the concurrence of the Lead Auditor.

3.3.3 Audit conduct

The purpose of stage 2 is to evaluate the implementation, including effectiveness, of the client's management system. The stage 2 shall take place at the site(s) of the client. It shall include the auditing of at least the following:

- a) information and evidence about conformity to all requirements of the applicable management system standard or other normative documents;
- b) performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document);
- c) the client's management system ability and its performance regarding meeting of applicable statutory, regulatory and contractual requirements;

- d) operational control of the client's processes;
- e) internal auditing and management review;
- f) management responsibility for the client's policies.

The audit team will conduct an opening meeting to discuss how the audit will be conducted and provide any requirements to the client.

Through interviews, observation and review of documents and records the audit team assesses the level of conformance the client has achieved with respect to the requirements of the management system standard.

The company's role during the audit is to demonstrate the practical application of the established processes/practices.

3.3.4 Audit conclusion

Upon completion of the audit, the client will be notified of the outcome of the audit in a closing meeting.

Any nonconformity will be documented and explained by means of the Nonconformity Report. They are submitted to the client and countersigned by the client's audit representative.

A certification audit ending in no nonconformities will receive a recommendation for certification by the audit team.

A certification audit ending with only minor nonconformities will receive a recommendation for certification by the audit team upon acceptable review of proposed corrections and corrective action plans, except where the specific standard requires closure of all nonconformities before a recommendation can be granted.

If the certification audit resulted in one or more major nonconformities, then the audit team may recommend that a re-audit be done prior to issuing the certification.

3.3.5 Nonconformity Report

A general definition for a minor nonconformity is an individual occurrence that does not affect the capability of the management system to achieve the intended results.

A general definition for a major nonconformity is the absence of, or failure to that affects the capability of the management system to achieve the intended results.

Nonconformities could be classified as major in the following circumstances:

- if there is a significant doubt that effective process control is in place, or that products or services will meet specified requirements
- a number of minor nonconformities associated with the same requirement or issue could demonstrate a systemic failure and thus constitute a major nonconformity.
- In general all nonconformities must be closed within 90 calendar days from the last day of
- the audit or few days prior to expiry date of certificate (for RA's and TA's), whichever comes first.

Minor nonconformities can be resolved with completed containment and corrective action plan only and corrective actions can be implemented after that timeframe.

Nonconformities may be written associated not only with deviations from the Client system, the respective standard but also with the contractual documents as they are considered binding for both parties. For instance, improper use of the Promoting Certification and Using the Registrar Trademark and the Accreditation Marks will result in a nonconformity.

The requirements for nonconformities stated here and elsewhere in this document are general in nature. Specific requirements for each standard are provided with the nonconformity reports at the time of the audit.

3.3.6 Audit Report

A detailed audit report that describes the audit results and includes any nonconformity that may have been written will be provided promptly to the client.

3.3.7 Re-audit

When the audit results in one or more major nonconformities, a re-audit may be required. The client must propose and implement corrective action to the major nonconformities before the re-audit can be conducted.

The client has up to 90 days from the date of the closing meeting or less as specified in the Nonconformity Report to implement the necessary correction and corrective action **and** have the re-audit conducted. If the re-audit does not occur within specified timeframe, at TRNA's option a new complete certification audit may be required instead of the re-audit.

3.4 Phase 4: Certificate Issuance, Surveillance and Recertification Audits

3.4.1 Certificate issuance

The TRNA Certification Office is the final step in the certification process. Based on the recommendation of the audit team, the Certification Office decides whether the certification will be granted and the certificate issued or whether a re-audit is required.

Once issued, the certification and certificate are valid for three years. The certification's continued validity is dependent on the surveillance audits having a positive outcome.

3.4.2 Surveillance Audits

The certification requires periodic surveillance audits to determine whether the implemented management system remains in compliance with the standard identified in the certification. Surveillance audits can be semi-annual or annual, based on client preference, but there must be an audit in each calendar year.

The first surveillance audit after a certification audit shall be conducted within 9 months after the initial certification date.

Annual surveillance audits shall be conducted at least three months prior to the anniversary date of the certificate expiry date. If semi-annual is preferred, the second surveillance audit in the year shall be conducted at least three months prior to the anniversary date of the certificate expiry date.

During the surveillance audits, an evaluation is made of:

- a) internal audits and management review;
- b) a review of actions taken on nonconformities identified during the previous audit;
- c) complaints handling;
- d) effectiveness of the management system with regard to achieving the certified client's objectives and the intended results of the respective management system(s);
- e) progress of planned activities aimed at continual improvement;
- f) continuing operational control;
- g) review of any changes;
- h) use of marks and/or any other reference to certification.

The basic process of conducting the surveillance audit is similar to the certification audit including audit team selection, audit plan, opening and closing meeting, nonconformity reports, if needed, and a written report with the audit results.

During the surveillance audit, any nonconformity from the last audit that has not been previously verified and closed will be reviewed for implementation.

3.4.3 Re-audit

If the surveillance audit resulted in one or more major nonconformities, then the audit team may recommend that a re-audit be done prior to continuing the certification.

The client must propose and implement corrective action to the major nonconformities before the re-audit can be conducted.

The client has up to 90 days from the date of the closing meeting to implement the necessary correction and corrective action **and** have the re-audit conducted. If the re-audit does not occur within the 3 months the client's certification is put on suspension.

The client then has an additional 90 days to implement the necessary correction and corrective action **and** have the re-audit conducted.

During the suspension the client's certification is temporarily invalid. The client cannot promote its certification, and TRNA is obligated to make the suspension publicly accessible.

If a successful re-audit does not occur within this second 90-day period the certification will be withdrawn.

3.4.4 Recertification audits

The purpose of the recertification audit is to confirm the continued conformity and effectiveness of the management system as a whole, and its continued relevance and applicability for the scope of certification. A successful recertification audit shall extend the certification validity for another three years.

The recertification audit shall be conducted at least three months in advance of the certificate expiry date. During a recertification audit, all elements of the entire management system are audited.

The audit process is as described in Sections 3.3 and 3.4.

3.4.5 Short Notice Audits

It may be necessary for TRNA to conduct audits at short notice to investigate complaints, or in response to changes, or as follow-up on suspended clients.

3.4.6 Remote Audits

In some cases, an audit may be conducted using various methods of Information and Communication Technology (ICT). The percentage of these remote audits may be anywhere between 1% and 100%.

The determination of remote auditing time is based on a review of risk including the following:

- a) Complexity of client/management system risk
- b) Results of last audit
- c) Documentation (hard copy vs. electronic)
- d) Compliance performance
- e) Organizational/management system changes
- f) Changes to locations/sites and/or key processes
- g) Prior knowledge of client system
- h) Network connection
- i) Security/confidentiality

This review will occur between the client and Project Manager.

A remote audit will incur additional preparation and audit time. The addition of time is based on the total audit duration and will cover:

- a) ICT Setup and testing
- b) ICT logistics and documentation review
- c) Recovering for remote audit delays

If the audit was not quoted as a remote audit, a revised PO is required prior to scheduling.

4 GENERAL CONDITIONS

4.1 Duties and responsibilities of TRNA

4.1.1 Confidentiality

TRNA will treat in confidence the entire client's data that is made available and will use it only for the agreed purpose and per the terms of the General Terms referenced above. Documents made available will not be provided to third parties. Exceptions to this are:

- Access to client's file by the Accreditation Bodies shown on the certificate(s) issued to the client;
- When the client releases TRNA from its confidentiality agreement for specific reasons.

4.1.2 Audit Termination

TRNA reserves the right to terminate an audit in cases of:

- obvious and demonstrated lack of interest or opposition by the senior management regarding the audit;
- members of the audit team are threatened, blackmailed or bribed.

4.1.3 Complaints

If a Customer or certificate holder is not satisfied with the service or other deliverables provided, other than an appeal, the Customer has the option of filing a complaint with TRNA. TRNA shall work with the Customer to resolve the complaint, keep the Customer apprised of the complaint's progress, and provide the Customer with detailed reasons for its final decision. All complaints should be sent to wecare@us.tuv.com.

4.1.4 Appeals

If a Customer or certificate holder is not satisfied with decisions made, the Customer has the option of filing an appeal with TRNA. TRNA shall work with the Appellant to resolve the appeal; keep the Appellant apprised of the appeal's progress, and provide the Appellant with detailed reasons for its final decision. Appeals should be submitted to wecare@us.tuv.com.

At any time the Appellant may formally present its case.

Where allowed, the Appellant may approach the Accrediting Body of the Certification Body for final resolution. Appellant shall have no other remedies and no right to pursue the matter in any way whether outside nor within any judicial procedure including but not limited to a court or arbitration procedure. Customer herewith already irrevocably waives any right to any judicial procedure regarding any decision by TRNA, the Certification Body or its Affiliates.

4.1.5 Quality records

TRNA maintains records of its activities with its clients. This is done so that performance of these activities can be demonstrated. The records maintained include but are not limited to:

- Quotations;
- Contracts;
- Correspondence;
- Audit documentation.

These documents will be kept for at least the duration of the current cycle plus [one full certification three-year cycle](#).

4.1.6 Notification of changes in the certification process

TRNA will inform its clients of changes to the certification process stating at what date the modified requirements will become effective and advising the client of any need to take action. The transition periods for the implementation of changes in the certification process is between three months and three years and will be identified to the client.

Clients should comment on these changes within a specified period of time – normally 30 days - after receiving the notification.

If the client gives confirmation within the specified period of acceptance of the modification, its participation in TRNA's management system certification program will be continued.

If the client does not give confirmation within the specified period of acceptance of the modification the certification shall be terminated on the date on which the modified requirements became effective unless otherwise decided by TRNA.

4.1.7 List of Certified Companies

TRNA will maintain a list of certified companies, stating the respective scope of application. The list will be available to the public upon request.

4.2 Client Duties and Responsibilities

Prior to conduct of the Stage 2 audit, the client **shall** conduct one complete internal audit and management review cycle. All elements of the applicable standard are to be audited and the results presented to management for discussion during management review.

The client will identify to TRNA an audit representative who will act as the main point of contact for all audit-related activities.

All documented information relating to the management system shall be made available to TRNA. [If the documented information is not made available and TRNA determines the system cannot be adequately audited in the absence of such information, the audit cannot take place until appropriate access arrangements are granted.](#)

The client will permit the auditors access to the relevant departments in the company.

The client agrees to permit accreditation body and where required by specific standards, OEM representatives to participate in any audit to monitor TRNA's personnel during on-site audits. TRNA will inform the client prior to the audit upon receiving such a request from any third party.

Once certification has been granted, the client shall notify TRNA of all changes related to:

- a) the legal, commercial, organizational status or ownership;
- b) organization and management (e.g. key managerial, decision-making or technical staff);
- c) contact address and sites (e.g. additional buildings added);
- d) scope of operations under the certified management system;
- e) major changes to the management system and processes; including headcount, shift schedules, ITAR status, etc.
- f) occurrence of an environmental, [security](#), health or safety incident/breach/violation of regulation.

When requested for cause, the client will provide TRNA with the current management system documents.

The client agrees to allow short notice audits when provided with advance notice by TRNA.

The client agrees to regularly scheduled surveillance and recertification audits as required to maintain their certification. Such audits may be re-scheduled or canceled by the client up to six weeks before a set audit date. The cancellation and modification policy is as follows:

4.2.1 Cancellation & Modification Policy

Between 4-6 weeks prior to the scheduled audit dates (25%) charge applies. Between 2-4 weeks prior to the scheduled audit dates (50%) charge applies. Less than 2 weeks prior to the scheduled audit dates (100%) charge applies

The certificate holder can use the TRNA Certificate for commercial purposes (e.g. as evidence submitted to customers and authorities),

for advertising purposes, or for demonstrating the duty of care in product liability cases.

The client may use the TRNA trade mark and the accreditation marks for advertising and marketing purposes. The requirements for use of these marks are specified in "Conditions for using the Registrar Mark and the Accreditation Marks" MS-0005743.

The certificate holder shall keep record of complaints and remedial actions relative to the management system. These records shall be made available to TRNA upon request and during audits.

4.3 Amendments to scope

4.3.1 Reduction to scope

TRNA reserves the right to reduce the scope of certification:

- upon request from the client,
- as the result of an audit outcome, or
- or as a result of other activities.

4.3.2 Extension to scope

TRNA will review applications for extensions to the scope of certification already granted and determine any audit activities that are necessary to decide whether or not to grant such an extension. An extension to scope audit may be done at any time.

4.4 Suspension and revocation of the certification

4.4.1 Suspension of certification

If the certification is placed on suspension, the certificate holder cannot actively promote the certification until such time as the certification is re-instated.

TRNA has the right to place a certification on immediate suspension due to the following:

- major nonconformity(s) not closed with the stated time period;
- the certificate or certification is improperly used;
- the identification of one or more major nonconformities during a surveillance audit;
- the client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system;
- the certified client does not allow surveillance or recertification audits to be conducted at the required frequencies;
- the certified client has voluntarily requested a suspension.
- failure to meet financial obligations to TRNA;
- conditions where environmental, safety and/or health is at risk;
- any other reasons which result specifically from these conditions or that are agreed formally between TRNA and the client.

4.4.2 Revocation of certification

If the certification is revoked, the certificate holder loses the right to use the trademark. In such a case the certificate holder may continue to use existing documents, media etc., which are printed with the trademark, for no more than one month from definitive cancellation of the certification.

TRNA has the right to revoke a certificate for the following:

- the certificate or certification is improperly used;
- the identification of one or more major nonconformities during a surveillance audit;
- failure to allow for the conduct of an audit within the required timeframe defined by TRNA;
- failure to allow for the conduct of a scheduled audit;
- conditions where environmental, safety and/or health is at risk, including violations to such;
- there are any other reasons which result specifically from these conditions or are agreed formally between TRNA and the client;

- the certificate holder ceases to supply a product, process or service for an extended period of time;
- the system rules are changed and the certificate holder will not or cannot ensure conformance to the new requirements;
- the certificate holder fails to meet financial obligations to TRNA;
- the certificate holder requests the cancellation.
- the client does not have the periodic audits carried out according to the General Conditions and Procedural Guidelines for the Certification of Management Systems.

4.4.3 Revocation of Registrar's accreditation and/or management system qualifications

In the event that the registrar's accreditation and/or QMS/EMS/OHSMS/ISMS qualifications are revoked TRNA will make every effort to rectify the reasons leading to the revocation. If this is not performed within a time frame agreed upon by the accreditation body, then TRNA will transition all certified companies to another registrar that offers the same services and holds the same accreditation.

5 VOLUNTARY WITHDRAWAL OF ACCREDITATION

If TRNA chooses to voluntarily terminate its accreditation, it will do so by means of a written notification sent to the Accreditation Body within thirty (30) days.

It is the responsibility of TRNA to provide any remedies to any certified client affected by this withdrawal, appropriate to the nature of the problem that is acceptable to the Accreditation Body and in accordance with program requirements.

These remedies could include the notification of the withdrawal to the certified client and any plans to transition the certified clients to another accredited registrar that offers the same services and holds the same accreditation.

Additionally, TRNA will cease to use any advertising materials containing reference to the accreditation and will return any accreditation documents to the Accreditation Body. All unpaid fees will be paid upon the withdrawal.

6 CNCA SPECIFIC REQUIREMENTS

Certified Companies with sites in China must follow the guidelines set forth by the CNCA.

The client commits to:

- Run their management system continually and effectively.
- Comply with the certification and accreditation laws and regulations, assist supervision and inspection by certification supervision unit, and provide truthful relevant materials and information for any relevant inquiry or investigation.
- Use certificate, certification logo and relevant information correctly after certified; do not unauthorized use of the certificate and relevant words, symbol to mislead the public to think of their products or service are certified.

Notify CB promptly when the following situations occurred:

- major complaints from the customers and interest party.
- products or services are identified by law enforcement supervision unit do not comply with the statutory requirements.
- product or service quality or safety incidents occurred.
- relevant situation changes include: legal status, production operation, organization status or ownership; administration permit, mandatory certification or other qualification certificate; legal representative, top management, main contact person; production operation and service sites ; activities covered in the scope of certification; and important processes, etc.

Other important situation influence the certification.