



Terms and conditions

1 Tasks of the certification body and the client

1.1 Tasks of the certification body

- **X.CERT® GmbH** undertakes to treat all information made available to it about the client's company as confidential, and requires its employees to do the same. This does not include the provision of documents to accreditation bodies within the scope of monitoring the certification body or detailed reporting to the arbitration board in cases of dispute. If further information is requested by third parties, the client will be informed or consent will be obtained. The certification body carries out certification and monitoring in accordance with the regulations of **X.CERT® GmbH**. Certification is based on the requirements of the standard or quality standard specified in the offer, as well as the national legal provisions underlying the accreditation/designation of the certification body/notified body.
- The certification body informs certificate holders of changes in the certification procedure that have a direct impact on them.
- If the certification body is required to disclose information about the customer for legal or contractual reasons, the customer will be informed of this, unless prohibited.
- The certification body maintains and publishes a list of certified companies with the scope of the certificates.
- Complaints from third parties about the effectiveness of management systems at customers certified by **X.CERT® GmbH** are recorded in writing, reviewed, and finally dealt with.
- The certification body records complaints and objections from the client regarding the certification process in writing, examines the facts and investigates the complaints/objections. If no agreement is reached between the client and the certification body, the complaint/objection procedure defined by **X.CERT® GmbH** shall apply.

1.2 Tasks of the client

- Prior to the on-site audit (certification, surveillance, or recertification audit), the client shall provide the audit team leader with the necessary documents, such as management system documentation and records of internal audits and management reviews.
- Prior to the certification audit, the client shall conduct a complete internal audit covering all management system requirements of the relevant standard as well as the processes and locations relevant to the scope of the certificate, and a management review.
- For the 3-year certification cycle, the client shall establish a "risk-based" internal audit program that takes into account all management system requirements, considering the size of the organization, the scope and complexity of the management system, the products and processes, and the associated locations. The audit program must be evaluated at least once a year for adequacy and effectiveness and adjusted if necessary.
- In the case of multi-site certifications, all associated sites must be subject to the organization's internal audit program. Each site must be audited at least once during the 3-year cycle. The head office must be audited annually.
- During the 3-year certification cycle, the client conducts annual management reviews.
- The client grants the audit team access to the organizational units and insight into records that are relevant to the operation of the management system.
- The client appoints a contact person responsible for conducting audits. This is usually the representative appointed for the respective management system.
- Each auditor must be accompanied by a supervisor, unless otherwise agreed. Supervisors are assigned to accompany the audit team to support the audit.



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- After the certificates or certificate supplements have been issued, the client is obliged to immediately notify the certification body in writing of any important changes (e.g.: changes to: the legal or organizational form, the economic or ownership structure, the organization and management [such as key personnel in management positions, decision-makers or specialist staff, etc.], the contact address and locations, the scope of the certified management system, as well as significant changes to the management system and processes).
- The client is obliged to inform the certification body immediately of any serious incidents (e.g., recalls, accidents at work, incidents). The certification body will, for its part, take appropriate steps to assess the situation and its impact on certification and take appropriate measures.
- The client is obliged to record all complaints and their resolutions regarding the management system and its effectiveness and to document them for the auditor during the audit.
- Depending on the severity of the non-conformity, the client is obliged to inform the audit team within 6 weeks of the last day of the audit either about the specified corrective measures and target dates or about the implementation of the corrective measures.
- The client shall inform the certification body of any consulting services in the field of management systems that were used before or after the conclusion of the contract in order to avoid conflicts between the certification body and a consulting company. This also includes organizations that have conducted "in-house training" or internal audits of the management system.
- Within the scope of maintaining accreditation/designation, the client agrees that a witness audit (participation of the accreditor or approving authority in a (re)certification/surveillance audit) may be carried out at its company and that the accreditor or approving authority may inspect the files.
- The client has the right to reject the auditors appointed by the certification body. If no agreement can be reached after three proposals, the contract will be terminated by mutual agreement.
When applying the group certification procedure for management systems, the client is obliged to fulfill all conditions for group certification and to report any non-fulfillment to the certification body immediately.
- These are in detail:
 - Definition, creation, and maintenance of a management system that applies uniformly to all locations/production sites/branches. This also applies to the essential procedural instructions.
 - Monitoring of the entire management system by the head office. The head office has technical authority over all locations/production facilities/branches.
 - Specification that certain areas work centrally for all areas, e.g., product and process development, procurement, human resources, etc.
 - Conducting internal audits prior to the certification audit at all locations/production sites/branches.
 - Concluding an agreement between the client and the certification body that is legally enforceable at all locations/production sites/branches.
- It may be necessary to conduct short-notice audits to investigate complaints, as a consequence of changes, or as a consequence of suspended certifications. In such cases, the certification body shall determine the conditions under which these short-notice audits are conducted. It is not possible to object to members of the audit team.

1.3 Regulations on occupational safety

1.3.1 Client

- Before the order is carried out, the client shall provide information about hazards and stresses that may arise from the working environment at the client's premises. The client shall provide information on whether and, if so, to what extent preventive measures in accordance with ArbMedVV (voluntary or mandatory preventive measures) are required for the commissioned activities.
- The client shall have appropriate arrangements in place for first aid, alarm and rescue measures and shall designate contact persons and responsibilities.



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- The client shall ensure that employees of **X.CERT® GmbH** only work when accompanied by an employee of the client.
- The client shall instruct the employees of the certification body on the basis of risk assessments and operating instructions, including emergency numbers and assembly points in case of danger, as well as on the functioning and safety of any equipment that may be used.
- The client shall provide the necessary personal protective equipment (helmet, safety shoes, hearing protection, safety goggles) free of charge.

1.3.2 Certification body

- The certification body's employee may only work if safe conditions have been established. They have the right not to carry out the work in the event of unreasonable hazards/stress.

1.4 Independence

- X.CERT® GmbH asks independent interested partners to support the company in maintaining and ensuring its independence.
- An independence commission is formed for this purpose. This commission consists of at least three persons and has a quorum with a two-thirds majority. In the event of a tie, the chair of the meeting (determined at the beginning of the meeting) has a double vote.
- This commission meets at least once a year. **X.CERT® GmbH** answers all questions from the commission openly and submits the relevant documents.
- Considerations include financial independence, conflicts of interest that have arisen or been identified, random evaluation of audit reports and decisions regarding independence, and random discussions with employees regarding their obligation to report conflicts of interest.
- The commission documents its assessments. These are kept for at least two years.
- **X.CERT® GmbH** asks the commission to meet outside of its regular schedule if there are suspected cases or actual incidents that could compromise the independence of **X.CERT® GmbH**.



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2 Validity and right to use the logo and certificate

- The validity of the certificate begins on the date of issue. The term depends on the standard on which the audit is based; it may not exceed a maximum of three years. This requires that, based on the date of the certification audit, regular surveillance audits in accordance with the specific accreditation rules or certification standards (e.g., semi-annually, annually) are carried out in the company with positive results. In justified cases, a short-term surveillance audit may also be necessary. The certification body has the discretion to determine whether this is necessary. The same conditions apply to the use of the logo.
- The scope of certification is specified in the German certification text. It has been translated into other languages to the best of our knowledge. In case of doubt or contradictions, the German version of the certificate is authoritative.
- Approval to use the logo applies exclusively to the certified area of the client. Use of the logo for activities outside the scope of certification is not permitted.
- The logo may only be used in the form provided by **X.CERT® GmbH**. The logo must be easily legible and clearly visible. The client is not authorized to make changes to the certificate and the logo. The certificate and logo may not be used in a misleading manner for advertising purposes.
- The logo may only be used by the client and only in direct connection with the client's company name or logo. It may not be used on products or product packaging that could be interpreted as a mark of product conformity.
- The client is responsible for ensuring that the logo and certificate are only used in competition in such a way that a statement corresponding to the certification is made about the client's certified area. The client must also ensure that, in the context of competition, no impression is given that the certification by the certification body was an official inspection.
- If the certification body is held liable under the principles of product liability due to the client's use of the logo and/or certificate in breach of contract, the client is obliged to indemnify the certification body against all third-party claims. The same applies to cases in which the certification body is held liable by third parties due to advertising statements or other conduct on the part of the client.
- The client receives the non-transferable, non-exclusive right to use the logo and certificate in accordance with the above, limited to the term of the contract.
- The use of the logo and the certificate is restricted to the client and may not be transferred by the client to third parties or legal successors without the express permission of the certification body. If a transfer is desired, a corresponding application must be submitted. If necessary, a new audit must be carried out.
- The specific logo to be used is determined by the certificate issued.



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3 Termination of the right of use

3.1 Immediate effect

- The client's right to use the logo and bear the certificate shall automatically terminate with immediate effect without the need for notice of termination if, among other things
 - the client does not immediately notify the certification body of changes in the circumstances of its business that are relevant for certification or of indications of such changes,
 - the logo and/or certificate is used in a manner that violates clause 2,
 - the results of the surveillance audits no longer justify the maintenance of the certificate,
 - insolvency proceedings are opened against the client's assets or an application for insolvency proceedings against the client is rejected due to lack of assets,
 - surveillance audits cannot be carried out within the specified deadlines,
 - measures to remedy non-conformities have not been carried out within the specified deadlines or are insufficient in terms of their results, or
 - disputes arise regarding the logo under competition law or industrial property rights.
- The certification body is entitled to suspend or terminate a certificate and thus the right to use the logo if the certification body subsequently becomes aware of new information relevant to the assessment of the certification procedure or the result of the certification procedure.
- The certification body reserves the right to decide on certification, the granting, refusal, maintenance of certification, extension or restriction of the scope of certification, renewal, suspension or reinstatement after suspension, or withdrawal.
- Furthermore, **X.CERT® GmbH** and the client have the right to terminate the contractual relationship with immediate effect if the client is legally prohibited from using the logo. The same applies to the certificate.

3.2 Decertification procedure

- The certification body has the right to initiate a decertification procedure and to suspend, withdraw or invalidate the certificate after expert analysis if the reasons listed in 3.1 occur. If, no later than 6 months after a suspension, the client can prove that the requirements are once again being met, the certification can be reinstated. The additional costs incurred in this process shall be borne by the client.

3.3 Termination of the right of use

- Upon termination of the right of use, the client is obliged to return all certificates to the certification body. The client fulfills this obligation by sending all certificates to the certification body.

3.4 Certificate supplements

- The General Terms and Conditions for the Certification of Management Systems apply accordingly to certificate supplements.



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4. Organizational information

4.1. Documents

- Please ensure that all necessary documents and information are available in good time before the agreed audit date in order to avoid delays.

4.2. Room

- For the audit, we require a suitable room with sufficient space and all necessary equipment, including a projector or other presentation materials. Please ensure that this is provided.

4.3. Location of the audit

- We have calculated the audit at the company's headquarters, but different costs may apply if the audit takes place at a different location.

4.4. Smooth process

- Our services are designed to ensure a smooth process. We do not factor in time for repeat audits or similar events. Billing is based on actual time spent.

4.5. Cancellation policy

- Please note that the following conditions apply to the processing of documents and the performance of audits in the event of cancellation of an order:
 - Cancellations must be made in writing and are free of charge up to 15 working days before the agreed date.
 - For cancellations between 14 and 6 working days before the agreed date, we charge a cancellation fee of 50% of the agreed fee.
 - For cancellations less than 5 working days before the agreed date, we charge a cancellation fee of 100% of the agreed fee.