



Ref. No. AHM/FSMSN/22-23/3977/1

Date 13/12/2022

**Proposal
For
Certification
According to ISO 22000:2018**

Client

AL ZAIN EXPORTS PRIVATE LIMITED

MODERN COLD STORAGE,
GROUND, SURVEY NO.141,
PROPERTY NO.27, MODASA
DHANSURA ROAD, KOLIKHAD,
Kolikhad Kampa, Aravalli,
SABARKANTHA, Gujarat, India
Pin Code: 383315

TUV INDIA PRIVATE LIMITED

404-B, Pinnacle Business Park,
Corporate Road, Near Prahlad nagar
garden Cross Roads, Satellite,
Ahmedabad - 380 015.
Tel: 09979887060
Email: ahd@tuv-nord.com

**H.O. & Regd. Office
TUV INDIA PRIVATE LIMITED**

801, Raheja Plaza -1, L.B.S Marg,
Ghatkopar (West), Mumbai - 400 086
Tel : 022-6647 7000 Fax: 022-6647 7009
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1. **Client Information**

1.1 Audit Location/s MODERN COLD STORAGE, GROUND, SURVEY
NO.141, PROPERTY NO.27, MODASA
DHANSURA ROAD, KOLIKHAD, Kolikhad
Kampa, Aravalli, SABARKANTHA, Gujarat, India
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1.2 Proposed Scope of Certification Grading, packing and storage of fresh vegetables

1.3 Accreditation NABCB

1.4 EAC Code/Food Chain Technology CII a

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2. TUV India Scope of Work

2.1 Stage I Audit

- Audit of Management System documentation.
- Evaluation of the location and the location-specific conditions.
- Review Client's status and understanding of the standard, particularly with regard to identification of key performance objectives and operation of the management system;
- To collect necessary information with regard to the scope of the management system, processes and location(s) of the client, and related statutory and regulatory aspects and compliance (e.g. quality, environmental and legal aspects of the client's activities, associated risks etc.),
- Evaluation of internal audits and management reviews and the level of implementation of the management system
- To provide a focus on planning stage II audit.

2.2 Stage II Audit

- To evaluate the implementation, including the effectiveness, of the client's management system.
- Assess Information and evidence about conformity to all requirements of the applicable management system standard or other normative document.
- Assess Performance monitoring, measuring, reporting and reviewing against key performance objectives and targets.
- Assessment of the client's management system and performance as regards to legal compliance
- Assess Operational control of the client's processes;
- Assess Internal Auditing and Management review.
- Assess Management responsibility for the client's policies.

2.3 Surveillance Audit

- The certificate is valid for 3 years. During the period of validity of the Certificate, on-site surveillance audits are carried out to assess the certified client's management system's fulfillment of specified requirements with respect to the standard to which the certification is granted.
- Surveillance Audits shall be conducted at least once a year. The dates of the first/second Surveillance audit shall not be more than 12 /24 Months from the last day of the day of the Stage II Audit.

2.4 Follow-up Audit

- In the event of the company not fulfilling the requirements during the Stage II audit/ Surveillance audits a follow-up audit will be carried out. Charges for the same will be extra based on number of days required for follow-up audit depending on the non-conformances found.

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2.5 Re-Certification Audit

- After the 3 years period, the company has to go in for fresh certification within 36 months from the last day of the Stage II audit, for which company will enter into new contract.
- Re-Certification Audit shall be conducted to evaluate the continued fulfillment of all the requirements of the relevant management system standards or other normative document. The purpose of the re-certification audit is to conform the continued conformity and effectiveness of the management system as a whole, and its continued relevance and applicability for the scope of Certification.

2.6 Special Audit

a. Extension / Reduction to Scope, Change in Name/Address

Special audit shall be conducted for extension/reduction to the scope of the certification already granted. This may be conducted in conjunction with a Surveillance audit.

Special audit may be conducted in case of change in name and or/change in address of the certified organization.

b. Short - Notice Audit

Special Audit may be conducted at short notice / without notice, to investigate complaints, or in response to changes or as follow up on suspended certificate.

2.7 UNANNOUNCED AUDITS

Unannounced audits are audits occurring without prior notice. These audits are in addition to scheduled surveillance audits and is applicable as per scheme specific requirements for FAMI-QS, FSSC

FSSC

At least one unannounced surveillance audit shall be undertaken after the initial certification audit and within each three-year period thereafter. The client can voluntary chose to replace surveillance audits and/or re-certification audits by unannounced annual surveillance audits.

The initial certification audit (stage 1 and stage 2) shall be performed announced.

The site will not be informed in advance about the date of the unannounced audit. It takes place during normal operational working hours including night shifts when required.

Blackout dates may be agreed.

If the client refuses to participate in the unannounced audit, the certificate shall be suspended immediately. The certificate will be withdrawn if the unannounced audit is not conducted within a six-month timeframe from the date of refusal.



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BRC

Certification of BRCGS Food Safety, BRCGS Packaging Materials and BRCGS Storage & Distribution one unannounced audit every 3 years is mandatory. TÜV NORD CERT will inform the client at least 3 month of the last audit date if the next audit will be unannounced.

FAMI-QS

The unannounced audits are applicable to both producers and traders. Participation in the unannounced audit program is mandatory.

Frequency: once per certification cycle over and above the annual surveillance / recertification audits.

Notification to the FAMI-QS Certified Customer:

No notice in advance. Customers shall inform the Certification Body regarding any scheduled maintenance closure of the company



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3. Audit Fees for Certification

3.1 Stage I Audit : INR 13000

Stage II Audit : INR 25000

3.2.a Fee for Registration & Issue of Accredited Certificate : INR 20000

3.2.b Fee for Registration and issue of ammended Accredited Certificate : INR

3.3. Fee for Surveillance audit (Annual) No of SA : 2 INR 37500

Fee for Unannounced INR

3.4 Fee for Special INR

3.5 Scheme Owner Fees (AS 9100, BRC, FAMI-QS, FSSC 22000)
(To be charged Every Year) INR

3.6 Total Certification Charges for 3 year period : INR 95500

4. Optional :

4.1 Fee for Pre-Audit (Optional) INR

4.2 Fee for additional accredited certificate INR

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5. Commercial Terms & Conditions :

5.1 Advance payment of INR **20000** + Goods & Service Tax (GST) at the rate to be paid to TUV India Pvt. Ltd, by Cheque/DD along with order confirmation.

- Advance payment is non refundable.
- Payment for each activity (Stage1/Stage 2/ Surveillance Audit/ Follow-up/ Extension/ Re-Certification) to be done within **7 days** from the date of invoice issued on completion of each activity via cheque/DD/NEFT.
- In case of any revision in invoice which may lead to change in amount, the same may be through credit note / supplementary invoice.
- The quoted Price is exclusive of all present and future applicable taxes. The present Goods and Service Tax (GST) rate which is applicable on our service is 18% which will be charged extra.

5.2 This offer is based on the information provided by you in our questionnaire sent to you and is subject to change if the deviations are found at the times of audit or any other time.

5.3 The company has to provide at no cost to TUVI full boarding and lodging, wherever applicable. Decent self contained Hotel / Guest House accommodation shall be provided by you on single occupancy basic, per Auditor.

5.4 Other conveyance and incidental expenses, like local conveyance, toll etc if any, shall be charged in our invoice.

5.5 In the event the company wishes a personal handing over the Certificate, the mandays spent in the travel and handing over will be charged for at prevailing manday rates. Travel, boarding and lodging for handing over the certificate will have to be arranged by the company, free of costs to TUV India.

5.6 Audits will be performed by Indian Auditors. Auditors would be nominated from any of our office in India & would depend on the business of the client for which the certification is sought. Traveling by air/Rail / (available convenient for auditors) to & fro shall be arranged by the client at their cost. Every effort shall be made to depute the auditors from branches nearer to the client.

5.7 No deduction will be made for travel, stand by or any delays which are not caused by TUV India.

5.8 The company has to provide free, safe and unrestricted access for TUV India auditors to work at all times during the course of audit.

5.9 This offer is valid upto **11 Feb 2023**.

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5.10 Contracts are only valid if the client has legally confirmed the “Declaration for CAB TUV NORD CERT GmbH (DAkKS) / QF 20 NABCB Contract (NABCB)”

5.11 If translations are prepared for the client for convenience reasons, it must be clarified in the proposal, that the original TÜV NORD CERT document is legally binding. In case of doubts or deviations the English version shall be binding.

5.12 Attachments (Kindly strike off whichever is not applicable)

- i. General Conditions for the Certification of Management Systems
- ii. General Conditions for Certification of Food and Feed Systems
- iii. QF 20 NABCB Contract
- iv. CERT-020-VA04-MU01 Declaration to the CAB-TUV NORD CERT GmbH
- v. A00300e_Description_of_the_certification_procedure_ISO_9001_ISO_14001_ISO_29001_OHSAS_18001_ISO_45001_ISO_50001_ISO_37001
- vi. AQMS Service Description A19F300
- vii. BCMS,ISMS,SMS Service Description
- viii. BSCI Service Description
- ix. IRIS Service Description
- x. SA8000_2014 Service Description



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6. ACCEPTANCE OF QUOTATION

I/We confirm acceptance of TUV India's proposal & following attachments accompanying with this proposal:
(kindly strike off whichever is not applicable)

- i. General Conditions for the Certification of Management Systems
- ii. General Conditions for Certification of Food and Feed Systems
- iii. QF 20 NABCB Contract
- iv. CERT-020-VA04-MU01 Declaration to the CAB-TUV NORD CERT GmbH
- v. A00300e_Description_of_the_certification_procedure_ISO_9001_ISO_14001_ISO_29001_OHSAS_18001_ISO_45001_ISO_50001_ISO_37001
- vi. AQMS Service Description A19F300
- vii. BCMS,ISMS,SMS Service Description
- viii. BSCI Service Description
- ix. IRIS Service Description
- x. SA8000_2014 Service Description

Client Signature Company's Seal _____ Date _____

Name / Designation: _____

Payment Details

I/We enclose herewith a D.D/ cheque of Rs...../- Vide No..... Dated.....favouring TUV India Pvt. Ltd as an advance.



Annexure to AHM/FSMSN/22-23/3977

Sr.No.	SiteName	Address
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<p><u>TUVI/GTC/01</u> <u>Rev. 0</u> <u>Date: 01/05/2023</u> <u>Page 1 of 5</u></p>	<p align="center"><u>GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED</u></p>
<p>I. Definitions The following terms used in these General Terms and Conditions have the following meaning: "TUVI" is the company of the TÜV NORD GROUP, in which name this Agreement is being signed. "Customer" is the Company, Sole Proprietary firm, Entrepreneur or any other entity who is issuing the order on TUVI.</p> <p>II. Validity of these Conditions 1. Except as provided otherwise in individual cases, Agreements with the TUVI are concluded exclusively pursuant to the following provisions. The TUVI does not accept any of the Customers conflicting regulations or conditions to the contrary unless it expressly consented to such in writing. The TUVI's following conditions apply even if the TUVI provides its service without reservations while knowing of the customer's contradicting or conflicting conditions. 2. These General Terms and Conditions apply to all of the TUVI's services (to include but not limited to Certification, inspection and testing services) and all responsibilities resulting from the contractual obligation with the customer's. These conditions also apply to all future business relations vis-a-vis companies and corporate bodies governed by public law. 3. In the event of any conflict between these terms and conditions and any document purporting to impose different terms, these terms and conditions will prevail.</p> <p>III. Conclusion of the Contract 1. An Agreement is deemed to be concluded with the TUVI only after the Customer accepts an offer by the TUVI without reservations or if the Customer receives a written order confirmation from the TUVI or if the TUVI commences the provision of the service. If the TUVI issues a written order confirmation, such order confirmation is decisive in terms of content and scope of the Agreement unless expressly negotiated otherwise. 2. Any and all arrangements between the Customer and TUVI regarding the performance of the Agreement are fully set forth in writing in this Agreement including these General Terms and Conditions. There are no verbal supplements 3. Amendments, collateral agreements and additional provisions as well as any respective warranty of quality shall require our written confirmation in order to become effective. 4. All statements and communications which form part of the contractual and business relationship shall be declared in writing, by email or in any electronic or physical form, unless otherwise expressly defined under these terms and conditions.</p> <p>IV. Performance of the Agreement and Customer's Obligation to Participate 1. If objects of the Customer must be accessed for the contractual performance of the service owed by the TUVI, the TUVI shall not be liable for compensation for damage to or destruction of these objects resulting from the contractual performance. 2. If the TUVI's own equipment is damaged, destroyed, or lost as a consequence or at the occasion of proper performance of the TUVI's service and through no fault of the TUVI, the TUVI is authorized to request replacement from the Customer. 3. Transportation and possible return of the Customer's objects is at its own cost and risk; however, return is performed only upon the Customer's express request. During storage, the TUVI's liability is limited to the same due diligence as for its own affairs.</p>	<p>4. The Customer is obligated to fully disclose all information relevant for the TUVI's proper performance of its service. The TUVI, is however not obligated to review the accuracy and completeness of data, information, or other services provided by the Customer, in so far as there is no cause for this in consideration of the respective circumstances of each individual case, unless expressly stated within the order. The TUVI does not accept any warranties for the accuracy of safety rules, information and programs upon which its inspections and expert opinions are based, unless such regulations, instructions, or programs originate with him or are the object of the inspection order. If the TUVI is commissioned with inspecting the technical safety of an object, it does not accept any warranties for the object's freedom from other faults, unless this is expressly listed in the order. 5. In so far as the Customer's participation is required for the TUVI's performance of services, the Customer must provide such in a timely manner and at its own costs; expenses will be reimbursed only if this has been negotiated expressly in text form. To the extent that the Customer does not fulfill its obligations to participate, does not do so properly or in a timely manner, and if acceptance is therefore delayed, the TUVI is authorized to charge any additional expenses thus incurred. The TUVI's further legal claims are expressly not affected. 6. The TUVI is authorized to have the services owed under this Agreement performed by a carefully selected and suitable subcontractor. 7. If the TUVI is active outside of its premises, the Customer shall be responsible for any measures required in order to fulfill duties of care to safeguard public, unless such is not required based on the nature of the activity or based on an agreement with the Customer. The TUVI is authorized to refuse performance of the service for as long as required measures are not taken. The Customer will inform the TUVI in writing, in a timely manner, of all safety and accident prevention regulations applicable at the location. 8. If the Agreement includes services pertaining to the Customer's Information Security system, the Customer is obligated to back up data and programs at regular intervals that are adequate for the application, at least once a day, in machine-readable form, to ensure that these can be recovered with reasonable effort. The TUVI is not responsible for loss of any data during the performance of services 9. In addition to above, the customer shall ensure that all the necessary assistance on his part or on the part of persons he engages to help in performance of the contract shall be provided in good time and at no expense to TUVI. Such assistance shall include, but not be limited to, access to documented inspection history, safe site access, timely availability of key interface, preparation of items for inspection in good time, permission to carry out necessary audit, inspection or testing on TUVI as part of accreditation and approval process by regulatory, certification & accreditation bodies if & when required. Such assistance must be in accordance with relevant applicable standards, safety provisions and accident prevention regulations. The customer or the persons/parties he/she engages shall ensure restriction of access to the inspected items and the equipment/facilities used for inspection by unauthorized persons. In case of doubt TUVI shall have the right to confirm the continuing suitability for the intended purpose of the inspected items and the equipment/ facilities used for inspection by means of visual inspection, functional checks, additional tests if required, verification of records and/or recalibration of the equipment/facility.</p>

<p><u>TUVI/GTC/01</u> <u>Rev. 0</u> <u>Date: 01/05/2023</u> <u>Page 2 of 5</u></p>	<p align="center"><u>GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED</u></p>
<p>The customer shall be liable for the extra expense entailed by late or improper assistance on his part. TUVI shall be entitled to charge for this extra expense in addition even if a fixed or maximum price has been agreed. In the same way, the customer shall bear any expenses incurred owing to the fact that work has to be repeated or is delayed because of his late, incorrect or incomplete information or if the inspection cannot be accomplished due to adverse weather conditions or vendor related factors. The customer or the persons/parties he/she engages shall take responsibility to provide a safe place of work for TUVI's employees. If the employees are exposed to unsafe work conditions, the deliverable activity shall not be conducted till the conditions are rectified & considered to be safe.</p> <p>V. Deadlines and Schedules</p> <ol style="list-style-type: none"> 1. If a binding deadline for the provision of services is not agreed, the TUVI defaults only if the Customer has first given an adequate deadline in text form to provide the service owed and such deadline has expired unsuccessfully. Deadlines commence only as of the complete provision of any and all obligations to participate owed by the Customer, and, in so far as a payment has been negotiated, as of the receipt of such. Deadlines are extended accordingly due to the Customer's retroactive change requests or delayed participation. 2. If the service owed by the TUVI is delayed due to unforeseeable circumstances and through circumstances, for which the TUVI is not at fault (e.g. strike, legitimate lockout, disruption of operation, transportation disruption, shortage of resources, official measures - also at the TUVI's supplier), the TUVI is authorized to defer the service for the duration of the delay. In the event that the delay lasts more than six weeks or maximum limit defined under accreditation, the TUVI is authorized to withdraw from the Agreement. The TUVI will immediately inform the Customer of the non-availability of the service or partial service, and in the event of a withdrawal from the Agreement will immediately reimburse any services in return already provided for such. Claims for damages are excluded. Also refer Section XI Force Majeure. 3. If the Customer defaults on acceptance or if it violates other obligations to participate, the TUVI is authorized to request reimbursement of any additional expenses possibly incurred due to such default or violation. This does not affect any further legal claims for damages. <p>VI. Acceptance</p> <ol style="list-style-type: none"> 1. The Customer is obligated to accept the TUVI's services. Insignificant defects do not entitle the Customer to refuse acceptance. In case of separable partial services, the TUVI is also authorized to request partial acceptance unless specific provision of accreditation is applicable 2. The Customer is obligated to accept the TUVI's services within 14 days after completion and TUVI's request for acceptance, unless the Customer refuses acceptance within the fixed grace period by specification of at least one defect. If the Customer does not accept the services within the fixed grace period even though it is obligated to do so, the service is deemed to be accepted. If the Customer is a Consumer, the TUVI along with its request for acceptance is obliged to expressly inform the Customer of the consequences of not declaring the acceptance or refusing acceptance without specification of defects. 	<ol style="list-style-type: none"> 3. If the Customer claims a retention right due to defects in service delivery, the TUVI shall review its service. If the Customer's retention is proven to be unjustified, the Customer shall bear all incurred additional costs unless it has acted merely with slight negligence or is not at fault. 4. Intellectual performances shall be deemed as accepted, unless the customer expresses reservations in writing within 14 days after significance of his behaviour when the period of notice begins. In this case we will check our performance. Should our performance prove to be without fault the customer shall bear the additional cost, unless he has only committed an act of minor negligence. <p>VII. Prices and Payments</p> <ol style="list-style-type: none"> 1. The price listed by the TUVI or otherwise the price commonly charged by the TUVI for the respective service is decisive, plus statutory taxes in so far as such is applicable. Any bank charges or financial institutional charges for remitting the payment due to TUVI will be responsibility of Customer and TUVI will not accept any such charges deducted from the remittance. 2. If, within the scope of contracts for the performance of a continuing obligation and long-term contracts, the TUVI's prime costs increase and such increase is not within the TUVI's own scope of responsibility, the TUVI is authorized to an appropriate price increase commensurate with the increase of its prime costs; if the Customer does not consent to such price increase it is authorized to terminate the Agreement within four weeks after receipt of such notification of a price increase; otherwise, the increase is deemed to be mutually agreed upon. A right to a price increase pursuant to this provision does not exist if the Customer is a Consumer. 3. The Customer shall pay the remuneration owed without any discounts, free of charge to the TUVI, and within seven days after receipt of the invoice, to the bank account stated by the TUVI. Credit entry at the TUVI's account is decisive for the timeliness of the payment. The TUVI reserves the right to request appropriate advance payments. 4. If the Agreement is based on a cost estimate, and if it turns out that the costs will be significantly higher than the amount estimated vis-a-vis the Customer, then the TUVI will inform the Customer of such in text form. In this case the Customer is authorized to terminate the Agreement in writing, within two weeks after receipt of such notification. In the event of a termination, the TUVI is authorized to request partial remuneration commensurate with the services already provided. Furthermore, the TUVI is authorized to request compensation for any expenses not included in the remuneration but incurred due to the provision of services. 5. If the Customer owes interest and expenses in addition to a possibly existing Customer claim, any payment by the Customer that does not fully redeem the total sum will first be credited against expenses, secondly against interest, and lastly against the Customer claim. 6. The Customer is entitled to offset and retention rights only if its counterclaims are legally ascertained, undisputed, or acknowledged in writing by the TUVI. This limitation does not apply to the Customer's claims for defects arising from the same contractual relation as the TUVI's payment claim. If the contract partner is a Consumer, then in contrast to clause 1, such contract partner is on Customer entitled to unlimited retention rights for claims arising from the same contractual relation. 7. If, after conclusion of the Agreement, it becomes clear that the TUVI's claims vis-a-vis the Customer are at risk due to the Customer's lack of ability to perform, the TUVI is authorized to perform outstanding services only against advance payment or provision of a security as well as settlement of possibly still outstanding receivables for partial services already provided and arising from the Agreement, and after unsuccessful expiration of a grace period is authorized to withdraw from the Agreement; 8. In case of payment default, the Customer owes default interest in the amount of 24 percentages. The TUVI is entitled to assert further claims if it can prove higher damage to the Customer.

<p><u>TUVI/GTC/01</u> <u>Rev. 0</u> <u>Date: 01/05/2023</u> <u>Page 3 of 5</u></p>	<p align="center"><u>GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED</u></p>
<p>VIII. Claims for Defects</p> <p>1. In the event of defective service by the TUVI, the Customer shall grant the TUVI opportunity to supplementary performance, at least twice, within appropriate grace periods, unless this is unreasonable having received such performance in writing and with a concrete description of individual faults, expresses reservations in writing, whereby we will inform the customer again of the foreseen</p> <p>in each individual case or unless special circumstances justify the Customer's immediate withdrawal in consideration of mutual interests. The TUVI may rectify the defect at its own choice or provide the service once more without defect. If supplementary performance is unsuccessful, the Customer is authorized to reduce remuneration agreed to TUVI or to withdraw from the Agreement. TUVI is nowhere responsible for any consequential damages.</p> <p>2. The Customer shall inform the TUVI immediately - no later than two weeks after acceptance - in text form of any obvious defects. The Customer shall inform the TUVI of any hidden defects in writing no later than within two weeks after discovery. Once this grace period is over, the customer's rights regarding defects in the services rendered become invalid if there are no contrary legal provisions.</p> <p>3. The realization of estimates or prognosis's shall only be warranted if this is expressly agreed upon.</p> <p>4. If we are assigned with carrying out tests, any information and statements made by us always and exclusively refer to the test object which has been put at our disposal. We take no responsibility with regards to the completeness and correctness of the documents provided with the test object. Also the granting of test certificate does not include any statement concerning the utility or quality of the tested object which goes beyond the direct technical scope of the test certificate. The same applies to certificates within the framework of certification of management system.</p> <p>IX. Withdrawal</p> <p>The Customers' right to withdraw is valid only if the TUVI is responsible for the violation of duties based upon which withdrawal is declared. The withdrawal must be declared in writing by registered letter. If the Customer is a Consumer, a declaration of withdrawal in text form suffices.</p> <p>X. Liability</p> <p>In providing Services, information, or advice, TUVI does not warrant the accuracy or genuineness of any information or advice supplied or report signed. Unless otherwise agreed upon specifically and confirmed by TUVI in writing neither TUVI nor its representatives are liable for any damage, loss or expense arising out of the services or advice provided by TUVI. Nevertheless, TUV India is liable in case of proven willful misconduct or gross negligence on its part or on the part of its engineers and representatives in the case of loss, damage or expenses incurred due to the advice or service provided by TUV India, its engineers or representatives. In no case the liability shall exceed the prorata fees paid / payable to TUVI for the services or advice provided for that particular equipment, component or part thereof which caused the damage, loss or expense. The aggregate liability of TUVI in respect of this contract, in tort or otherwise, shall not exceed 20% (twenty percent) of the contract price actually received.</p>	<p>TUVI and its representatives are not liable to any person or party with whom there is no direct contract for the particular service. The inspection by TUVI, issue of inspection report, review of Test Certificates / Reports and issue of Inspection Release Note / Certificate does not relieve the Customer/ End User/ Supplier / Manufacturer from their responsibility towards the Customer/ End User to supply / Use the genuine material / item(s) and document(s) in full compliance with applicable Order, Specification, Technical, Quality, Quantity, Warranty, Guarantee, statutory & regulatory requirements. Supplier / Manufacturer / stockist is wholly legally responsible for genuineness of the material / item (s) supplied and document(s) submitted. TUVI's responsibility is only limited to inspection, certification and testing within its agreed scope against written omission or failure to carry out or observe any stipulation, condition or obligation to be performed by TUVI under this Contract will give rise to any claim against TUVI or its employees / group companies / associates, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond that entity's reasonable control. TUVI, its engineers and representatives are not liable in contract, tort, or otherwise for any indirect consequential Loss/damage or expense, including loss of use/ production/profits. TUVI is nowhere responsible for any consequential damages.</p> <p>XI. FORCE MAJEURE</p> <p>The term "Force Majeure", as used in this Proposal / Contract, shall mean: any condition which prevents TUVI from providing services such as : Riot, war, invasion, sabotage, strikes, civil disturbance, and hostilities, acts of terrorism, civil war, rebellion, revolution, epidemics /pandemics or spread of contagious diseases or; Ionizing radiations or contamination by radioactivity or Chemicals release to environment or; Earthquake, Flood, Hurricane, Cyclone, Volcano or any other natural disaster or; Fire or explosion or; acts and regulations of respective Government of the two parties and countries where the work is to be carried out, like Lock down, Curfew, travel restrictions or delay or denial of visa or Acts of God. TUVI shall be entitled to payment in respect of the period where the services could not be carried out as a result of Force Majeure. Time schedule for performance of the activities will be extended for such period as the force majeure lasts and for a reasonable period of re-mobilization, if necessary. Should any circumstance of Force Majeure continue for a period of 2 months or more or maximum limit defined under accreditation, then TUVI may terminate this Contract with immediate effect by notice in writing to the Customer, in which case the Customer shall pay to TUVI all sums properly due under the Contract in respect of the Services up to the date of termination and any demobilisation fees specified.</p> <p>XII. Period of Limitations</p> <p>1. All claims against TUVI shall expire after 1 months from the date of the service provided by TUVI</p> <p>2. The above provisions do not apply to statutory periods of limitations for the following: (i) damages arising from death and injury to body and health; (ii) other damages based on an intentional or grossly negligent breach of duty of the TUVI, its legal representatives; (iii) claims due to fraudulent concealment of a defect; (iv) claims for defective workmanship on a structure or faulty planning and supervision services for a structure.</p> <p>XIII. Utilization Rights and Indemnification</p> <p>1. The TUVI's services provided during the fulfillment of the Agreement (e.g. inspection, testing and certification services) may be utilized only within the scope of the contractually negotiated purpose.</p>

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GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED

Subject to deviating agreements in each individual case, the TUVI therefore grants to the Customer a simple, non-transferable utilization right that is limited in terms of duration and location, for its services that are subject to copyright protection. Other rights are expressly not granted; the Customer is in particular not authorized to process or modify the TUVI's services or to use excerpts of them.

2. In so far as, pursuant to the Agreement, the TUVI grants a right to the utilization of quality marks and/or a certificate of the TUVI to the negotiated extend, such may be utilized only for the contractual, designated use or the certified area and only in the unmodified form or shape as provided by the TUVI.

3. Any utilization of the TUVI's brands and other identifying marks beyond the above, for example the word mark/design mark "TUV NORD" requires the TUVI's express, prior written consent.

4. If the Customer violates the above provisions, the TUVI is at any time authorized to prohibit the continued utilization of the TUVI's services, quality marks, certificates, and/or identifying marks. The requirements and neither TUVI nor any of its group companies, associates or employees are in any way/ legally responsible for genuineness of the material / item(s) and document(s). No Customer is upon first request by the TUVI obligated to indemnify the TUVI from all third party claims, regardless of the legal grounds, which claims are based on its utilization of the TUVI's services, quality marks, certificates, and/or identifying marks as well as all of its own, connected, required expenses.

XIV. Data Protection

1. The TUVI shall process and utilize personal data exclusively within the scope of the purpose of the Agreement and for advertising purposes, to the extent that such use is allowed in accordance with legal provisions even without Customer's consent. The customer at any time with effect of the future object to the use and disclosure of the data for advertising purposes. Upon complete execution of the Agreement, the Customer's personal data shall be blocked for further utilization and shall be deleted upon expiration of statutory retention periods, unless the Customer has provided separate consent for further utilization. For the rest and pursuant to the applicable data protection legislation, the Customer shall be entitled to information, reporting, blocking, and deletion of its data stored by the TUVI.

2. Attention is drawn to the fact that we can save and in connection with business activities, process data regarding persons with due consideration to the legal requirement.

3. The customer are obliged to treat any commercial and technical information which is not generally known of which they become aware through their business dealings as confidential business.

XV. Obligation to Confidentiality, Retention of Records and Copyrights, Covenant not to assign, setting off

1. The TUVI as well as the Customer are each obligated to maintain confidentiality regarding confidential information of the respective other contract partner. This obligation continues for a term of three years after termination of this Agreement.

From this obligation excluded is any information that

a) can be proven to have already been known to the recipient upon conclusion of the Agreement or that is disclosed by third parties after conclusion of the Agreement without such third parties violating a confidentiality agreement, statutory provisions, or official orders;

b) is public knowledge upon conclusion of the Agreement or becomes public knowledge after conclusion of the Agreement, unless such is based on a violation of this Agreement;

c) must be disclosed due to statutory obligation or orders of a court or an official authority. Insofar as permitted and possible, the recipient obligated to disclose such information shall inform the other contract partner of such in advance and will provide the respective other contract partner with an opportunity to take action against such disclosure.

d) the recipient developed itself or it had developed independently from its knowledge of such confidential information.

2. The TUVI shall retain contractual documents in so far as a statutory or official obligation to retain records exists. The TUVI is furthermore obligated to retain records for the purpose of documentation; any of the Customer's possible statutory or contractual claims for return remain unaffected.

3. All copyright and joint copyright on experts' reports, inspection results, calculations, presentations etc. drawn up by TUVI shall remain in the hands of TUVI and should not be reproduced, except in full without the consent of TUVI

4. The assignment of claims arising from the business relation with us shall be excluded.

5. The customer only has right to set off if his counterclaims have been determined by legal force, are undisputed or have been acknowledged by us in writing.

XVI. Place of Fulfillment and Prohibition of Assignment

1. Place of fulfillment for all services is the TUVI's registered office.

2. Assignment or pledging of claims to which the Customer is entitled based on the business relation is excluded.

XVII. Jurisdiction and Applicable Law:

Every dispute or question which may arise between the parties hereto or any person claiming under them, touching or arising out of our services in respect of this contract or the subject matter thereof, shall be referred to the Arbitrator appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendments thereto or any other statute as may be in force for the time being. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. Such arbitration shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment for the time being in force. The decision of the arbitrator shall be final and binding on the parties to this contract. The Arbitration proceedings shall be in English language and seat/venue shall be at Mumbai. We shall also be entitled to bring an action against the customer at the place of his general jurisdiction.

XVIII. GROUP ENTITY

If the customer requires Services from a TUV Nord Group entity other than TUVI, the Customer hereby acknowledges and agrees that these Services will be performed by a subsidiary or affiliates of TUV Nord Group. The Customer accepts that, by entering this Agreement, the certificate or other deliverables produced to verify compliance with the requirements of national authorities will be issued on behalf of TUVI by the TUV NORD Group entity, in which the approval or accreditation is vested. In that case the Terms and Conditions of that entity shall also apply.



<u>TUVI/GTC/01</u> <u>Rev. 0</u> <u>Date: 01/05/2023</u> <u>Page 5 of 5</u>	<u>GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED</u>	
XIX. NON SOLICITATION As a Customer of TUVI, you cannot offer employment / assignment to any of TUVI's personnel during the term of our Contract and for a period of 2 years after completion of our assignments / Order received from you XX. Final Provisions If any provisions of these conditions should be invalid or turn out to be invalid, such invalidity shall not affect the validity of the remaining provisions. In lieu of the invalid conditions such provisions shall be applicable which correlate best with the economic object of the contract and with the appropriate safeguarding of mutual interest.	For TUV INDIA PRIVATE LIMITED	FOR
	Name/Signature/Date/Stamp	Name/ Signature/ Date/Stamp

General Conditions for Certification of Food/Feed Safety Systems



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1 TASKS OF THE CERTIFICATION BODY AND THE CLIENT

1.1 Tasks of the certification body

- The TÜV NORD CERT Certification Body (hereinafter referred to as “certification body”) undertakes to treat confidentially all the information regarding the client's company to which it has been granted access in accordance with the agreed confidentiality rules and to use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the certification body, and also detailed reporting and rendering of information to the arbitration body in cases of conflict are excluded from this obligation. The certification body implements certification and surveillance according to the rules of TÜV NORD CERT. The requirements of the standard or quality standard referred to in the offer, and those of the national legislation on which the accreditation / designation of the certification body / notified body is based, form the basis of the certification.
- The certification body shall perform the certification and surveillance based on the respective procedure and the regulations/standards and shall issue a certificate and (depending on the standard) possibly a test mark (see section 2) if the result is positive.
- The certification body keeps and publishes a list of the certified companies, also stating the scope of the certification on request.
- Complaints of third parties regarding management systems ¹ of clients who have been certified by the certification body are recorded in writing, checked and then dealt with.
- The certification body records complaints and claims of the client with regard to the certification procedure in writing, checks the facts of the case and investigates the complaints / claims. If no agreement is reached between the client and the certification body, the complaints / objection procedure published on the Internet of TÜV NORD CERT (www.tuev-nord-cert.com) is used.
- Appeals to the certification decision may be made directly to the certification body (info.tncert@tuev-nord.de). They are investigated as per the procedure CERT-120-VA012, and escalated in case an agreement was not reached. As per the CPO (Certification Program Owner) protocols unresolved appeals may be shared with the CPO.

1.2 Tasks of the client

- At least four weeks before performance of the on-site audit (certification, surveillance or recertification audit) the client provides the necessary documents to the audit team leader, such as management system documentation, records regarding internal audits that have been performed and the management review documentation.
- Client must have implemented the system to be audited/certified completely prior to a certification audit.
- The client performs a complete internal audit before the certification audit, which covers all the management system requirements of the relevant standard and the processes and sites relevant for the scope of the certificate. A management review is also carried out.

¹ Management System includes product, process and service safety Systems

- The client creates a “risk-based” internal audit programme for the 3-year certification cycle, which covers all the management system requirements, taking the size of the organisation, the scope and the complexity of the management system, the products and processes and the relevant sites into consideration. The audit programme shall be evaluated at least annually with regard to its suitability and effectiveness.
- In the case of multisite certifications, all the sites included in the certification must be covered by the internal audit programme of the organisation. Each site must be audited at least once in the 3-year certification cycle. The headquarters (central office) must be audited each year.
- The client performs annual management reviews within the 3-year certification cycle.
- The client allows the audit team access to the relevant organisation units of the company and allows records that are relevant for the operation of the management system to be viewed.
- The client names a contact person from the company management who is responsible for the execution of the audit. This is in general the representative who has been appointed for the respective management system.
- The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or extensions or additions to certificates (this affects for example changes regarding to the legal and organisational form of the company, the economic or ownership situation of the company, the organisation and the management [such as key members of staff in management positions, decision makers or specialist or high-level technical personnel etc.], the contact address and the sites, the scope of the certified management system as well as important changes to the management system and the processes).
- The client has the obligation to inform the certification body immediately of any serious incidents (e.g. recalls, accidents at work, hazardous incidents, process upsets, compliance breach). From its side, the certification body will take corresponding steps to assess the situation and its impact on the certification and will undertake corresponding actions.
- The client has the obligation to record all objections in relation to the management system and its effectiveness, along with corrective actions and their results, and to document these to the auditor in the audit.
- The client has the obligation, dependent on the seriousness of the nonconformity, to inform the audit team within the time limit set by the certification body, either of the corrective actions that have been determined and their target completion dates, or of the implementation of the corrective actions.
- In order to avoid situations of conflict between the certification body and a possible advisory or consultancy organisation, the client shall inform the certification body of advisory or consultancy services that have been used in the area of management systems before or after conclusion of the contract. This also includes organisations, which have carried out “in-house training” or internal management system audits.
- Within the framework of maintenance of the accreditation, notification, appointment, approval etc. the client declares that he agrees to assessors from accreditation organisations to attend audits (also remote by using Information and Communication Technology) possibly taking place within his organisation, e.g. for a witness audit (participation of the accreditation body in a (re-)certification/surveillance audit) and that the accreditation organisation may have access to and view the files.

- The client has the right to decline auditors nominated by the certification body. If no agreement can be reached following 3 proposals, the contract may be dissolved by the certification body.
- In the case of a Certification of Multiple Sites Based on Sampling, the client has the obligation to fulfil all the conditions relating to multisite certification and to report any non-fulfilment to the certification body immediately. In detail, these conditions are as follows:
 - Establishment, creation and maintenance of a management system that applies equally to all sites/production facilities/branches. This also applies to the basic documented procedures.
 - Monitoring of the entire system by the headquarters (central office). The central office has the authority to issue instructions to all sites/production facilities/branches.
- Specified arrangements that certain areas and departments work for all areas and departments within the sites, e.g. product and procedure development, purchasing, human resources etc.
 - Performance of internal audits before the certification audit in all sites/production facilities/branches.
 - Signing of an agreement between the client and certification body, which is legally enforceable at all sites/production facilities/branches of the organisation.
- It can be necessary to perform additionally short-notice or unannounced audits, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended certificates. In such cases the certification body specifies the conditions under which these short-notice audit visits are to take place. It is not possible to object to members of the audit team for short-notice audits. Costs resulting from the additional audit will be charged to the client.
- The client has the obligation to keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested. The client takes appropriate action with respect to such complaints and any deficiencies found in the products that affect compliance with the requirements for certification and documents the actions taken.
- The client undertake the necessary steps to fulfil the certification requirements including implementation of appropriate changes within the certification validity.
- The client has the obligation to fulfil the product requirements of certified products in the ongoing production and complies with any requirements of the certification scheme

1.3 Arrangements regarding occupational health and safety

1.3.1 Arrangements to be undertaken by the client

In due time before performance of the contractual services, the client shall provide information regarding risks, hazards and stress, which could originate from the working environment in the client's factory or at the client's premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and if appropriate, to what extent, risk and hazard assessments are required for the activities that have been ordered. Legal requirements apply.

The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.

The client shall ensure that employees of the certification body only perform work when accompanied by an employee of the client.

The client shall provide the employees of the certification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.

The client shall supply any necessary personal protective equipment which may be necessary and which is not provided by the certification body (helmet, safety boots or shoes, ear and eye protection – e.g. ear defenders, safety spectacles/goggles) free of charge.

1.3.2 Certification Body

The employees of the certification body may only undertake work if the circumstances and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards / risks / stresses.

2 VALIDITY AND RIGHTS OF USE OF THE TEST MARK AND THE CERTIFICATE

- The validity of the certificate begins with the date when the certificate is issued and ends as mentioned on the certificate. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit. The certificate extension VDA 6.X is only valid in conjunction with the valid issued certificate according to ISO 9001. The same prerequisites apply for the use of the test mark.
- The scope of the certification is listed in German or in English language. A translation into other languages is provided in good faith. In case of doubt or objection, only the German or the English version of the certificate is binding.
- Approval for use of the test mark only applies for the area of the client's company which has been certified. Use of the test mark for activities which lie outside the scope of the certification is not permitted.
- The test mark may only be used in the form that is provided by the certification body or the Certification Program Owner. The mark must be easy to read and clearly visible. The client is not authorised to make changes to the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.
- The test mark may only be used by the client and only in immediate association with the company name or the company logo of the client. It may not be used on products or product packaging, nor be used in relation to products and/or procedures of the client, that could be interpreted as confirming product conformity.
- It is not permitted to make use of the test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.
- The client must ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client, which corresponds to the certification, is

made. The client also has to make sure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.

- If a claim is made against the certification body according to the principles of product liability based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the client has the duty to hold the certification body harmless and to release the certification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behaviour on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above.
- Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary.
- The test mark to be used in the individual case depends on the certificate that is issued.

3 ENDING OF RIGHTS OF USE

3.1 Client

The right of the client to use the test mark and to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body,
- the test mark and/or the certificate are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance audits no longer justify maintenance of the certificate,
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
- surveillance audits cannot be performed within the specified periods for reasons which fall under the responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

The certification body is entitled to suspend or terminate a certificate, and thereby the entitlement to use the test mark, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

The certification body reserves the right to make final decisions in relation to the certification, issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.

In addition, the certification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the test mark is prohibited to the client in a manner which is legally binding. The same applies for the certificate.

3.2 Certification Body

The certification body has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.

3.3 End of Right of Use

Upon termination of the right of use, the client is obliged to immediately collect and destroy all certificates (originals, copies, pdf documents) and to cease advertising with the certificates.

3.4 Extension of existing Certificates

The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates.

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If you should require any further information please do not hesitate to contact us. We will be pleased to help you.

You can reach us by mail at info.tncert@tuev-nord.de or by phone at 0800 2457457 (within Germany) or +49 511 99861222 (from abroad).

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1. OBLIGATIONS OF THE CERTIFICATION BODY AND THE CLIENT

1.1. Obligations of the certification body

- The TÜV NORD CERT Certification Body (hereinafter referred to as “certification body”) shall treat confidentially, in accordance with the agreed confidentiality rules, all the information regarding the client's organization to which it has been granted access, and shall use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the certification body, and also detailed reporting and rendering of information to the arbitration body in cases of conflict, are excluded from this obligation of confidentiality.
- The certification body shall operate management system certification, surveillance and recertification based on the requirements defined in the quality management system of TÜV NORD CERT. The requirements of the standard or quality standard referred to in the offer, and those of the national legislation on which the accreditation / designation of the certification body / notified body is based, form the basis of the certification. The certification body shall issue a certificate and (depending on the standard) if applicable a test mark (see section 2) if the result is positive.
- The certification body shall keep and publish a list of the certified organizations, also stating the scope of the certification on request.
- Complaints of third parties regarding management systems of clients who have been certified by the certification body shall be recorded in writing, checked and then dealt with.
- The certification body shall record complaints and claims of the client with regard to the certification procedure in writing, check the facts of the case and investigate the complaints/claims. If no agreement is reached between the client and the certification body, the complaints/claims procedure available on the website of TÜV NORD CERT (www.tuev-nord-cert.com) shall apply.

1.2. Obligations of the client

- At least four weeks before performance of the on-site audit (certification, surveillance or recertification audit) the client shall provide the necessary documents to the audit team leader.
- The client shall provide objective evidence to the audit team for initial and recertification audits or extension audits as follows:
 - entry in professional or commercial register (or comparable evidence), if applicable,
 - organization chart/documentation of organizational structure,
 - company policy regarding the audited management system(s),
 - overview of management system documentation (e.g. table of contents or description of the structure of the management system documentation),
 - result of the management review (e.g. cover sheet or table of contents with date and signature(s)),
 - annual internal audit programme and evidence of internal audits performed (e.g. cover sheet of audit report(s) with date and signature(s)),

- standard-specific documentation, if applicable (ISO 14001: entry in the environmental permit register; ISO 27001: applicability statement; ISO 45001: accident statistics; ISO 50001: table of contents of the energy report etc.).
- The client shall provide objective evidence to the audit team for surveillance at least as follows:
 - overview of management system documentation (e.g. table of contents or description of the structure of the management system documentation),
 - result of the management review (e.g. cover sheet or table of contents with date and signature(s)),
 - annual internal audit programme and evidence of internal audits performed (e.g. cover sheet of audit report(s) with date and signature(s)).
- The client shall perform a complete internal audit before the certification audit, covering all the management system requirements of the relevant standard and the processes and sites relevant for the scope of the certificate. A management review shall also be carried out.
- The client shall create a “risk-based” internal audit programme for the 3-year certification cycle which covers all the management system requirements, taking the size of the organization, the scope and the complexity of the management system, the products and processes and the relevant sites into consideration. The audit programme shall be evaluated at least annually with regard to its suitability and effectiveness.
- In the case of multisite certifications, all the sites included in the certification shall be covered by the internal audit programme of the organization. Each site shall be audited at least once within the 3-year certification cycle. The headquarters (central office) shall be audited each year.
- The client shall perform annual management reviews within the 3-year certification cycle.
- The client shall allow the audit team access to the relevant organisational units of the company and shall allow records that are relevant for the operation of the management system to be viewed.
- The client shall name a contact person from the company management who is responsible for the execution of the audit. This is in general the representative who has been appointed for the respective management system.
- The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or after extensions or additions to certificates. This applies, for example, to changes regarding the legal and organisational form of the company, the economic or ownership situation of the company, the organization and the management (such as changes to key members of staff in management positions, decision makers and specialist or high-level technical personnel etc.), changes to the contact address and the sites of the company and the scope of the certified management system, as well as significant changes to the management system and the processes.
- The client shall inform the certification body immediately of any serious incidents (e.g. recalls, accidents at work, hazardous incidents, process disturbances, compliance breaches) in written form. This obligation applies to incidents with and without the involvement of the competent regulatory authority.

- From its side, the certification body shall take corresponding steps to assess the situation and its impact on the certification and shall undertake corresponding actions.
- The client shall record all objections in relation to the management system and its effectiveness, along with corrective actions and their results, and shall communicate these in documented form to the auditor in the course of the audit.
- The client shall perform a root cause analysis for any nonconformity (NC) and shall define adequate corrective actions. The root cause analysis, corrective actions including an action plan and, if applicable, objective evidence of corrections or corrective actions performed shall be submitted electronically to the nominated lead auditor by the specified deadline (no later than six weeks after the last audit day). The lead auditor shall review these documents and inform the client regarding the result.
 - The client shall implement the corrective actions as defined in the approved action plan and shall review the effectiveness of implemented actions.
 - In the case of major nonconformities (NC A), the lead auditor shall verify the complete and effective implementation of the action plan by the specified deadline (no later than three months after the last audit day). Depending on the type and extent of the identified nonconformity, this verification can either be carried out in a follow-up audit on site or in a review of submitted documents (objective evidence), depending on the decision of the lead auditor.
 - In case of minor nonconformities (NC B), it can be agreed that verification of effective implementation of the action plan will take place in the next scheduled audit.
- In order to avoid situations of conflict between the certification body and a possible advisory or consultancy organization, the client shall inform the certification body of advisory or consultancy services that have been used in the area of management systems before or after conclusion of the contract. This also includes organizations that have carried out “in-house training” or internal management system audits.
- Within the framework of maintenance of the accreditation, notification, appointment, approval etc. the client hereby agrees that assessors from accreditation organizations may attend audits possibly taking place within his organization, e.g. for a witness audit (participation of the accreditation body in a (re)-certification/surveillance audit) and that the accreditation organization may have access to and view the files.
- The client has the right to decline auditors nominated by the certification body. If no agreement can be reached following 3 proposals, the contract may be dissolved by the certification body with immediate effect.
- The client shall fulfil all the requirements regarding certification of a multi-site organization when applying the multi-site procedure and shall report any non-fulfilment to the certification body immediately. The requirements are as follows:
 - establishment and maintenance of a management system that applies uniformly to all sites/production facilities/branches,
 - monitoring of the entire management system by the head office. The head office is authorized to issue instructions to all sites/production facilities/branches,

- determination that certain organizational units work centrally for all organizational units, e.g. product and procedure development, procurement, human resources,
 - performance of internal audits before the certification audit in all sites/production facilities/branches,
 - conclusion of a contract between the client and the certification body that is legally enforceable at all locations/production sites/branches,
 - evidence of a top management and legal or contractual ties between all sites and the head office in the case of corporate groups with independent legal entities.
- It can be necessary to perform additional short-notice or unannounced audits, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended certificates. In such cases the certification body specifies the conditions under which these short-notice audit visits are to take place. It is not possible to object to members of the audit team for short-notice audits. Costs resulting from the additional audit will be charged to the client.

1.3. Changing the certification body during the validity of the certificate (transfer of accredited certifications)

- In case of transfer of certification, the client shall make available to TÜV NORD CERT as the accepting certification body all the required documents (certificate(s) of the previous certification body, audit reports of the initial certification or of the last recertification and of the last surveillance audits; status of any open nonconformities). TÜV NORD CERT shall not carry out the transfer of certification until the review of the transfer of certification, the Pre-Transfer Review, has been positively completed. The transfer of a certification is only possible if the certificate of the client is valid for at least another 3 months. As soon as TÜV NORD CERT has issued the transferred certificate, TÜV NORD CERT shall inform the issuing certification body of the transfer of the certification.

1.4. Requirements regarding occupational health and safety at the client's premises

1.4.1. Arrangements to be undertaken by the client

- At the due time before performance of the audit, the client shall provide information regarding risks, hazards and stress and load factors which could originate from the working environment in the client's factory or at the client's premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and, if appropriate, to what extent, risk and hazard assessments and precautionary measures in accordance with ArbMedVV (German Ordinance on Preventive Occupational Health Care) are required for the activities that have been ordered.
- The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.
- The client shall ensure that employees of the certification body only perform work when accompanied by an employee of the client.
- The client shall provide the employees of the certification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include

communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.

- The client shall supply free of charge any necessary personal protective equipment which may be necessary and which is not provided by the certification body (e.g. helmet, safety boots or shoes, ear defenders, safety spectacles/goggles).

1.4.2. Certification Body

- The employees of the certification body may only undertake work if the circumstances and the working environment are safe. They are entitled to refuse to perform the work in the presence of unacceptable hazards/risks /stresses.

1.5. Additional requirements for certification of energy management systems according to DIN EN ISO 50001

1.5.1. Evidence of continual energy performance improvement

- In order to achieve issue of the initial certificate, evidence of improvement of energy performance shall be provided in advance by the client organization.
- In order to maintain the certificate, the organization shall provide evidence of continual improvement of the energy performance at each recertification audit (every 3 years).

1.5.2. Energy audits acc. to DIN EN 16247-1 (or ISO 50002 respectively)

- If the certification body conducts an energy audit according to DIN EN 16247-1 (or ISO 50002) in one organization or company it cannot conduct certification audits according to (DIN EN) ISO 50001 and (DIN EN) ISO 14001 in the same organization or company. "Company" in this context means the smallest legal entity (generally limited company (German equivalent GmbH, GmbH & Co. KG, etc.), i.e. other companies within a group of companies are not subject to this rule. The rule also does not apply if the name of an organization or company is changed.

2. VALIDITY AND RIGHTS OF USE OF THE TEST MARK AND THE CERTIFICATE

The following rules apply equally to certificate and test mark. In some cases test marks are not issued, then the following rules only apply to certificates.

- The validity of the certificate begins with the date when the certificate is issued and ends as stated on the certificate. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit. The certificate extension VDA 6.X is only valid in conjunction with the valid issued certificate according to ISO 9001. The same prerequisites apply for the use of the test mark.
- The scope of the certification is listed in the German or English language on the certificate. A translation into other languages is provided in good faith. In case of doubt or contradiction in meaning or interpretation between languages, only the German or the English version of the certificate is binding.
- The test mark to be used in the individual case depends on the certificate that is issued.
- Approval for use of the test mark only applies for the area of the client's organization that has been certified. Use of the test mark for activities which lie outside the scope of the certification is not permitted.
- The test mark may only be used in the form that is provided by the certification body. The mark shall be easy to read and clearly visible. The client is not authorised to make changes to the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.
- The test mark may only be used by the client and only in direct association with the company name or the company logo of the client. It may not be used on products or product packaging, nor be used in relation to products and/or procedures of the client, in a manner that could be interpreted as confirming product conformity.
- It is not permitted to make use of the test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.
- The client shall ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client which corresponds to the certification is made.
- The client also has to ensure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.
- If, according to the principles of product liability, a claim is made against the certification body based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the client shall hold the certification body harmless and release the certification body from all claims of

third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behaviour on the part of the client.

- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above. If the certificate is suspended or withdrawn, neither the certificate nor the test mark may be used from the date of suspension or withdrawal (irrespective of the term of the contract).
- Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application shall be submitted. A new audit shall be performed if necessary.
- To ensure gap-free recertification, the recertification audit should be carried out 3 months before the expiration date of the current certificate.
- In the case of multisite certifications, the main certificate shall state the clear and unambiguous overall scope of the certification with regard to activities, products and services of all sites and all locations. Typically, the sites are listed in an annex to the certificate. The scope of a sub-certificate shall indicate the clear and unambiguous scope of the certification with regard to activities, products and services at the respective site. It is not permissible for the scope in the sub-certificate to deviate from the scope of the main certificate. The sub-certificate can as a maximum only have the same scope as the main certificate or it can have a limited, but not different, scope compared with the main certificate.
- Corporate structures with independent legal entities: if sites of a permissible matrix certification are operated at other organizations, the certification documents shall indicate that such organizations only serve as an address. On the sub-certificates, the name of the client is taken from the main certificate; the name and address of the respective site are also stated. A sub-certificate can be issued for each site. These sub-certificates shall contain a clear reference to the main certificate. The sub-certificates have the same term of validity as the main certificate.

3. ENDING OF RIGHTS OF USE

The following rules apply equally to certificate and test mark. In some cases test marks are not issued, then the rules only apply to certificates.

3.1. End of the right to use the certificate and test mark

The right of the client to use the test mark and to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body,
- the test mark and/or the certificate are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance audits no longer justify maintenance of the certificate,
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,

- surveillance audits cannot be performed within the specified periods for reasons which fall within the sphere of responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

3.2. Certification Body

The certification body is entitled to suspend or terminate a certificate, and thereby the entitlement to use the test mark, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

The certification body reserves the right to make final decisions in relation to the certification with regard to issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.

The certification body has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.

3.3. Client

Upon termination of the right of use, the client shall immediately collect and destroy all certificates (originals, copies, pdf documents) and cease advertising with the certificates. The same applies to use of the mark of conformity.

3.4. Mutual right to terminate the contract with immediate effect

In addition, the certification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the certificate and test mark is prohibited to the client in a manner which is legally binding.

4. SCOPE OF APPLICATION

The General Conditions for the Certification of Management Systems apply to the certification of management systems meeting the requirements of ISO/IEC 17021-1.