1 Preamble

a. TÜV AUSTRIA is a Group of companies holding several accreditations from different accreditation bodies around the globe (hereinafter abbreviated TÜV AUSTRIA). TÜV AUSTRIA is accredited to carry out conformity assessment activities in accordance with the requirements and criteria of the standards ISO 17021, ISO 17024, ISO 17065, ISO 14065 and EMAS Regulation for the fields listed in the relevant Accreditation Certificates.

b. The Conformity assessment activities are carried out according to the Standard/Scheme the Client has requested for. The specific Standard(s)/Scheme has (have) been elucidated in the relevant offer.

c. The same terms and conditions apply to non-accredited certification Schemes provided by TÜV AUSTRIA.

d. TÜV AUSTRIA reserves the right to modify the Certification and Logo Use Regulations at any time. The up to date version is always uploaded in the corporate web site.

2 Definitions

Conformity Assessment - activity carried out by TÜV AUSTRIA to demonstrate that the prescribed requirements for a product, process, system, person or body are fulfilled. The subject field of conformity Assessment includes activities such as testing, inspection and certification.

Conformity assessment activity – a conformity Assessment activity carried out by TÜV AUSTRIA, which is a body independent of the person or organization providing the object and of the interests of the users in that object.

Audit – a systematic, independent, documented process carried out by TÜV AUSTRIA to obtain records, information about actions or other relevant information and their objective evaluation to determine the extent to which prescribed requirements are fulfilled.

Verification – confirmation by TÜV AUSTRIA, through the provision by the Client of objective evidence, that specified requirements have been fulfilled

Inspection – examination carried out by TÜV AUSTRIA of a product design, product, process or installation, and determination of their conformity with specific requirements or, on the basis of professional judgment, with general requirements.

Scope – the extent and boundaries of a Conformity Assessment activity.

Certification - Confirmation provided by TÜV AUSTRIA that products, processes, systems fulfil the requirements of the relevant Standard or Scheme considered.

Certification document - Written statement by TÜV Austria to the Client that, after carrying out what is required by each relevant Standard/Scheme examined, fulfilment of prescribed requirements has been demonstrated. This statement may be a Certificate, Confirmation statement, a Verification Statement, or a Technical Report.

Audit /verification/inspection process – The process consists of three steps: preparation, conduction, result's evaluation and release.

Certification audit – audit carried out by an organization independent of the Client and the user, for the purpose of certifying the Client's management system/product/service/process.

Surveillance audit - audit carried out for the purpose to verify that the certified management system/product/service/process continues to fulfill requirements.

Re-certification audit – audit carried out for the purpose to confirm the continued conformity and effectiveness of the management system/product/service/process as a whole, and its continued relevance and applicability for the scope of certification

Owner Scheme - Organization or Company responsible for developing and maintaining the rules, procedures and management of a certification Scheme.

Non-Conformity - no fulfilment of the prescribed criteria of the Standard/Scheme or of the certification regulations of TÜV AUSTRIA.

Suspension - temporary invalidation of the statement of conformity for all or part of the specified scope of the certification document.

Conformity assessment System - rules, procedures and management for the conformity assessment, raised by each Owner Scheme or by each Standard/Scheme.

Certification Scheme - Conformity assessment System associated with specific objects, in which apply the same requirements, rules and procedures

Withdrawal – cancellation of the statement of conformity (Certification document).

Independent organization – TÜV AUSTRIA.

Client – organization/ enterprise whose management system/ product/process/service is being assessed in order to receive a Certification document.

3 Obligations of the Client

a. Payment of the agreed remuneration to TÜV AUSTRIA. The amount of this remuneration is stated in the offer received and accepted by the Client according to the price list and the general terms of TÜV AUSTRIA Certification and Technical Audits Body, which are an integral part of the offer.

b. Compliance with all Conformity Assessment rules as determined by the relevant accreditation Scheme and relevant Regulations of TÜV AUSTRIA. The Client is obliged to follow and apply the requirements of the Standards / Schemes on a continuous basis at his business.

c. Provision by any means and in good time before and during the Assessment all relevant data, documents, facilities required for the evaluation of compliance with the Standard/Scheme requirements and the investigation of complaints.

d. Perform of a complete internal audit and a Management review before the Initial and the surveillance audits (unless mentioned otherwise in the Certification Scheme).

e. Appointment of a contact person of the Client, with the responsibility of facilitating and supporting the audit.

f. Timely notice of TÜV AUSTRIA for any changes within the organization/business regarding any of the following issues:
   - ✓ Legal, commercial, organizational status or ownership.
   - ✓ Organizational status and/or change of persons (eg. key management or technical personnel).
   - ✓ Contact or installation address.
   - ✓ Any scope changes.
   - ✓ Major changes to management system/certified product/processes/services.

g. Detailed information of TÜV AUSTRIA for incidents and/or cases regarding appeals to competent bodies or/and complaints affecting the certification and/or logo use.

h. Immediate information of TÜV AUSTRIA about incidents related to the scope and/or cases of withdrawal or recall of products, included in the scope. In the above cases/incidents TÜV AUSTRIA decides whether or not to carry out an extraordinary inspection.

i. Registration of all deviations relevant to the Standard/Scheme and of their removal, as well as of the presentation of them to the audit team during the audit. These deviations include references from state authorities (public services etc.) that control the Client's company according to applicable legal and regulatory requirements.

j. Adaptation to the requirements of TÜV AUSTRIA, when referring to its Certification in the media, as the internet, promotional brochures, advertisements, or other documents.

k. Abstention from any misleading statement regarding the Certification and not use of Certification documents in a misleading way.

l. Interruption of use of any advertising that contains references to the Client's Certification in case of suspension or withdrawal of its Certification. Also, modification of any advertising in case the scope of the Certification has been reduced in the meantime.

m. Compliance with applicable legal and regulatory framework and possession of all relevant necessary documents.

n. Unless otherwise agreed with TÜV AUSTRIA, the Client is obliged to keep confidential all documents received from TÜV AUSTRIA with the exception of the Certificate and the Certification and Logo Use Regulations. The Client commits to provide access to Accreditation/Recognition Bodies / assessment teams as well as to respective evaluators of owners of Private Schemes on its premises for the purposes of the assessment of the Body, where applicable based on the scope of conformity assessment.

o. The Client is obliged to inform TÜV AUSTRIA about requests submitted to another Certification Body for Conformity Assessment and their status (in progress and / or withholding)
p. The Client is not allowed to make any changes on Certification documents or other documents provided by TÜV AUSTRIA.

4 Use of Certification Logo

The use of the certification logo (where permitted) is based on the rules defined in the "Logo Use Regulation" according on the following principles:

- ✓ The Client does not make and does not allow any other third party to make any misleading statement regarding its certification.
- ✓ The Client does not use or permit the use of a Certification document or any part thereof in a misleading manner.
- ✓ The Client, upon suspension or withdrawal of its certification, is obliged to discontinue its use of all advertising matter that contains a reference to certification.
- ✓ The Client amends all advertising matter immediately when realizing that the scope of its certification has been reduced.
- ✓ The Client does not allow to be made reference to its management system Certification and this Certification used in such a way as to imply that the certification body certifies a product (including service) or process (unless mentioned otherwise in certification Scheme).
- ✓ The Client does not imply that the certification applies to activities that are outside the scope of certification.
- ✓ The Client is obliged to use its certification in accordance with the law, fair practice and trading ethics, accounting to restore any positive and consequential damage of TÜV AUSTRIA and / or Certification Scheme in case that any of the above behaviours harms TÜV AUSTRIA's or/and Scheme's reputation and the public trust in them that they enjoy today.

5 Termination of the right to use

a. The right of the Client to use the TÜV AUSTRIA logo and to possess the Certification document ceases with immediate action, if:
   - ✓ The Client does not inform TÜV AUSTRIA for significant changes in the company's structure that have a direct impact on the Certification (e.g. change in legal form, change of company's headquarters address, etc.).
   - ✓ The result of the surveillance audit (where applicable), does not justify the maintenance of the Certificate anymore.
   - ✓ The surveillance audits (where applicable) cannot be carried out for reasons TÜV AUSTRIA cannot justify.
   - ✓ Bankruptcy proceedings are instituted against the property of the Client or if a bankruptcy petition against the latter is dismissed for lack of assets.
   - ✓ The Client does not pay TÜV AUSTRIA's fee within the prescribed by the Certification Body time limit.
b. The Certification or the maintenance of the Certificate document is prohibited by a state or governmental authority or by a court.
c. The right of the Client to use the TÜV AUSTRIA logo and to maintain the Certification document or any other relevant documents shall be terminated immediately, if the Client uses the TÜV AUSTRIA logo in a way contrary to the provisions of the Logo Use Regulations or in a way contrary to the provisions of the Regulations. If the requirements of the Logo Use Regulations and of the Regulations are not satisfied, TÜV AUSTRIA has the right to withdraw and cancel the Certification document.
d. In case of termination of the right to use, the Certification document, the Client is obliged to return the Certification document to TÜV AUSTRIA

6 TÜV AUSTRIA Obligations

a. TÜV AUSTRIA is required to perform a Conformity Assessment, according to the requirements of the Standard/Scheme Regulations and awards the Certification document in case of a positive result.

b. In case of a negative assessment result, if required, the Client is given additional time to withdraw the non-conformities that have been found and apply relevant corrective actions. TÜV AUSTRIA reserves the right to conduct a re-audit in order to verify the application of the corrective actions. If the Client fails to use the additional time for the application of the corrective actions or if the non-conformities found are not possible to be withdrawn, the Conformity Assessment is considered to have a negative result and a Certification document is not issued.
c. After the Certification document is issued, TÜV AUSTRIA shall inform the Client about all changes of the Conformity Assessment procedure immediately affecting the Client. TÜV AUSTRIA verifies that each Client complies with the new requirements.
d. TÜV AUSTRIA shall provide to any interested party upon request information about the status of a given certification, the name of the Client, related normative document, scope and geographical location (city and country) for a specific certified Client. In exceptional cases, access to certain information can be limited on the request of the Client (e.g. for security reasons). If private Scheme Owners, for which the Client has been certified, require it, data will be made available to them.
e. TÜV AUSTRIA shall consider any inaccurate references in relation to the level of Certification or misleading use of Certification documents, logos or audit reports. In this case TÜV AUSTRIA is entitled to request the Client the immediate conduct of corrective actions or the suspension and/or the withdrawal of the Certification, publication of the circumvention and legal action.
f. TÜV AUSTRIA shall take down in writing any complaints by the Client relevant to the Conformity Assessment procedure. If no agreement can be reached between the Client and the Certification Body the dispute is resolved by the competent Courts.

7 Responsibility of the Certification Body

a. TÜV AUSTRIA conducts the Conformity Assessment according to the Standard(s)/Scheme(s) that the Client has applied for and does not at any case substitute or replace the control exercised by the state or relevant governmental authorities and/or other regulatory bodies.
b. TÜV AUSTRIA has no responsibility if the Client does not follow and apply to his business constantly the requirements of the Standards/Schemes. TÜV AUSTRIA is not responsible for any changes in the Client's company that affect the Conformity assessment, for which the Certification Body is not informed.
c. TÜV AUSTRIA is obliged to compensate for any positive damage to the Client that is in a causal relationship with the performance of its work and has been caused by its fault or gross negligence. TÜV AUSTRIA's above liability is limited to ten times its remuneration.

8 Assessment process and certification cycle

8.1 Preliminary steps

a. The Client applies for the Conformity Assessment activity.
b. Detailed data of the company are documented in the application form and submitted to TÜV AUSTRIA.
c. Data are reviewed, and the Conformity Assessment details are defined by the authorized staff of TÜV AUSTRIA.
d. A detailed offer is submitted to the client.

8.2 Assessment preparation

a. The Client accepts the submitted offer and send it back properly signed.
b. The terms of the offer are made obligatory for the contacting parties upon its acceptance/signature by the client.
c. The scope of the audit and the audited sites are included in the offer.
d. The audit date is agreed.
e. The audit is performed as scheduled.

8.3 Assessment process

a. The Client must review all requirements of the Standard(s)/Scheme(s), to be audited against, in detail.
b. The audit is undertaken by qualified auditor(s) of TÜV AUSTRIA for the Standard(s)/s Scheme(s) and the scope(s) of that the client has applied for.

c. Every requirement of the Standard/Scheme is evaluated by the auditor(s) of TÜV AUSTRIA during the audit.
d. The auditor(s) of TÜV AUSTRIA assesses the nature of deviation or non-conformities, if raised.
e. The scope of the Certificate has to be included within the audit scope, audit criteria, and activities of the Client.

8.4 Audit duration

The audit duration is calculated by TÜV AUSTRIA based on the following criteria:

- ✓ Size and complexity of the of the Client's Organization/Business.
- ✓ The operating framework of the client.
- ✓ The Management System/product/process/service that is going to be audited.
- ✓ Total number of personnel (part time workers, shift workers, temporary staff, administrative people, effective personnel etc.).
- ✓ Site(s) to be assessed.
- ✓ Language the audit is going to be conducted.
- ✓ Results of previous audits (if applicable).
- ✓ Changes of the Client's business or/and accreditation rules.

8.5 Certification cycle

The certification cycle is defined by the contractual terms of TÜV AUSTRIA and/or the specific Scheme requirements appropriately. Maintaining and/or renewal of certification, is based on the fact that surveillance (where applicable) and/or Recertification audits are performed within the defined by each Scheme, mandatory timeframes.

8.6 Suspension, withdrawal or reduction of the scope of certification (where applicable)

a. Certificates shall be suspended (by TÜV AUSTRIA) in cases where:
   - ✓ The Client's certified management system has repeatedly failed to meet certification requirements, including requirements for the effectiveness of the management system.
   - ✓ The certified Client does not allow surveillance or recertification audits at the required frequencies.
   - ✓ Substantial changes of the Client have not been notified to TÜV AUSTRIA (i.e. issues referred in article 3).
   - ✓ Non-paying the agreed fees.
   - ✓ The certified Client has voluntarily requested a suspension of his Certificate.
b. Suspension of the certificate is notified in written to the client.
c. The suspension period of the certificate lasts up to a maximum of six months. If the audit is not completed successfully within this timeframe the certificate is permanently withdrawn. The withdrawal of the certificate is notified in written to the client.
d. Upon suspension or withdrawal of its certification the Client:
   - ✓ Discontinues the use of all advertising means that contain a reference to the certification.
   - ✓ Does not allow reference to its management system certification by TÜV AUSTRIA, to be made.
   - ✓ TÜV AUSTRIA shall reduce the Client's scope of certification to exclude the parts not meeting the requirements when the Client has repeatedly failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for each certification.
e. TÜV AUSTRIA updates for the above actions its own database and any third-party databases associated with the Scheme / Standard for which the evaluation was carried out.

8.7 Termination of valid certification

a. A valid certificate may be terminated by the Client by providing adequate justification and by notifying TÜV AUSTRIA at least three (3) months in advance. This notification will be sent by registered post including e-mail with acknowledgement of receipt.
b. In case of the Client terminates its valid certification, then he must prove at the same time that:

- ✓ The Client discontinues the use of all advertising means that contain a reference to certification, as required by TÜV AUSTRIA.
- ✓ The Client does not allow reference to its management system certification by TÜV AUSTRIA, to be made.
- ✓ If the Client intents to transfer its certification to another certification body, the following conditions shall be met
- ✓ The Client has notified TÜV AUSTRIA three months prior to the planned audit date due date within the current certification cycle.
- ✓ All financial terms have been fulfilled.
- ✓ The original valid Certificate is returned to TÜV AUSTRIA.

c. The Client submits a written statement confirming that the logo of TÜV USTRIA has been removed and not used anymore and all interested parties are notified appropriately.

9 Contractual and financial terms

a. The specific rules governing the assessment process are defined in the present Regulation and in the annexes of each Standard/Scheme.
b. Invoices corresponding to agreed fees have to be paid in order to issue, retain or renew the validity of the Certification document.
c. In case of non-payment of the agreed fees, TÜV AUSTRIA suspends performance of the service(s) until payment of the fee.
d. TÜV AUSTRIA may suspend or/ and withdraw the Certification if the Client does not fulfill any of the technical and/or financial contractual requirements.

10 Confidentiality – Impartiality

a. TÜV AUSTRIA is obliged to manage in a confidential manner all information received regarding the Client's business and to use it only for the agreed purpose. Information and documents shall not be disclosed to third parties unless expressly provided for by the law, regulations, directive of a Competent Authority or in case of a judicial dispute. The Client may for certain reasons exempt TÜV AUSTRIA from the duty of confidentiality. The Accreditation and Recognition Bodies as well as the Owners of Private Shapes on the basis of which the Client has been evaluated are excluded from the above-mentioned obligations.
b. All information received during the service shall be considered as confidential, in particular those relating to the product of the inspected organization.
c. TÜV AUSTRIA shall have the right to keep a copy and record any documented information submitted by the Client, as objective evidence of the assessment.
d. All personnel (auditors, administration experts etc.) appointed by TÜV AUSTRIA is committed to be impartial in relation to the Client to whom the contractual services are provided.

11 Appeals – Complaints

TÜV AUSTRIA accepts written complaints - appeals relating to the full range of its related to the Client activities from contracted or other interested parties, which are managed according to the applicable procedure and answers in written after the completion of the investigation of the incident.

12 Liabilities – Warranties

a. The issued Certification document certifies that the Client satisfies at the specific time (time of the on-site audit) the requirements of the Standard/Scheme by which the assessment is made. For Management Systems, the Certificate does not warrant neither certifies the compliance of the quality or other features of the Client’s products or services, but only the compliance of the Management System with the related requirements.
b. TÜV AUSTRIA does not warrant that the Client will achieve, because of the assessment, positive decisions or approvals, by relevant state or governmental authorities, regulatory bodies, other technical inspection bodies or similar organizations that can decide on the Client’s company or products. Granting of the Certification document does not warrant to the Client success in undertaking projects, in the public or the private sector, for which the Certification is a prerequisite.

c. If a claim is filed against TÜV AUSTRIA by a third party, private citizen or the State for event not liable to TÜV AUSTRIA, the Client shall hold TÜV AUSTRIA harmless against any liability. In any case, TÜV AUSTRIA has the right to demand from the Client refund for any compensation paid to third parties for anything beyond the Certification Body's responsibility.

13 Applicable law – Jurisdictions

Venue for any action in connection with this Regulation shall be (the city partner/daughter company operates). This Regulation shall be governed and construed in all respects in accordance with (name of country of applicable low) Law.