Procedure Directive
TÜV PROFiCERT

Procedure Directive TÜV PROFiCERT

by the TÜV Hessen Certification Body
(hereafter: the certification body)

Robert-Bosch-Strasse 16, D-64293 Darmstadt, Germany
Phone: +49 (0)6151 600331
Fax: +49 (0)6151 600336

1 General, Declaration of Impartiality

1.1 General

The certification body offers the certification of management systems, processes and products to interested organisations. Here, a distinction is drawn between:

- Certification of standards and regulations for which accreditation is available from a national accreditation body (e.g. DAkkS) or for which another authorisation is available (e.g. in the case of IATF). This is implemented in accordance with the procedure directive of TÜV PROFiCERT described here.

- Certification of standards and regulations for which no accreditation or authorization is available or present. This is implemented in accordance with the procedure directive TÜV PROFiCERT described here in the TÜV PROFiCERT-plus procedure.

- Certification of key corporate processes, the requirements of which are defined in TÜV PROFiCERT-plus checklists. These checklists contain basic requirements, as well as process-specific requirements. This is implemented in accordance with the procedure directive TÜV PROFiCERT described here in the TÜV PROFiCERT-plus procedure.

- Certification of processes that ensure production and product conformity, and the requirements of which are defined in TÜV PROFiCERT-plus / product checklists, which also contain general basic requirements. This is implemented in accordance with the procedure directive TÜV PROFiCERT described here in the TÜV PROFiCERT-plus / product procedure.

Certifications are offered to all organisations regardless of size, affiliation/membership of other organisations, or certificates issued previously. Organisations are neither treated preferentially nor disadvantaged. Management systems of other certification bodies are, however, excluded in principle.

In exceptional cases, certification may be refused if it is not compatible with the quality policy and orientation of TÜV Hessen.

1.2 Declaration of Impartiality

The certification body is obliged to impartiality in its certifications. All potential conflicts of interest are identified and analysed here and appropriate measures are taken to achieve objective certification. The organisation and process of the certification procedure are documented in relevant management documents.

1.3 Requests for Information

Information on the topic of management system certification may now be obtained through the portal www.proficert.de at any time. The portal also offers a direct contact search by email or phone to provide the requested information to interested organisations.

2 Certification Procedure

2.1 Services Prior to Issue of the Certificate

2.1.1 Information Meeting

On request, the certification body will hold an information meeting with the organisation that is interested in certification before order submission. The points discussed here may include the following:

- Basic requirements for certification;
- Expiration of the certification procedure;
- Standards, scope, assessment criteria;

- Expected costs;
- Deadline suggestions.

These points may also be dealt with in writing. There is also the option of using the offer generation questionnaire here.

The services listed in the phases subsequent to the certification will be carried out on commissioning of the certification body by the organisation.

The certification body will then appoint the designated auditors for the organisation. Thus, it is ensured that the auditors and all other persons involved in the certification have provided no consultancy services or internal audits for the organisation, with respect to the management system, within at least two (in the context of ISO 13845, at least five) years prior to the planned audit.

In the context of the order placement, the organisation has the right to reject one or both of the appointed auditors or specialists. In exceptional cases, if external auditors (non-members of TÜV) are employed, the organisation will be notified of this. The participation of external consultants in an audit on behalf of the organisation must be notified to the certification body beforehand and may be rejected by them.
In the case of Certifications in accordance with IATF 16949 / VDA 6.X the presence/participation in any way is not permitted.

2.1.2 Readiness Review

2.1.2.1 TÜV PROFiCERT

The readiness review for a certification audit should take place on site. If this is not necessary in exceptional cases, the reasons will be given in the audit report.

In this phase, the valid documented information of the organisation (e.g. management handbook including definition of the scope, and if necessary, further applicable documented information such as procedural, operating and test instructions) is checked by the auditors for compliance with the requirements of the agreed standards. The basis for this are the respective TÜV PROFiCERT audit report or the TÜV PROFiCERT audit protocol.

In addition to the location-specific circumstances, the readiness of the management system and the understanding within the organisation with respect to the most important standard requirements should be assessed. A further focus of the review is the planning and completion of internal audits and the management evaluation. Together with the organisation, an audit plan is prepared for the certification audit if the result of the readiness reviews is positive. Between the readiness review and the certification audit, the organisation should have sufficient time to deal with the weak points identified from the readiness review. In exceptional cases and with the agreement of the certification body, the readiness review may take place directly before the certification audit.

The organisation will receive a report on the findings and be informed whether the certification audit (stage 2) will take place or the results will lead to deferral or cancellation.
The organisation must always be clear that deferral or cancellation is possible, particularly if both stages are in immediate chronological succession.

2.1.2.2 TÜV PROFICERT-plus / TÜV PROFiCERT-plus / product

The basis for preparation of the list of questions requires open discussion between the organisation and the certification body. Here the organisation should make known its wishes and expectations for the scope of the certification (e.g. core process(es) of the organisation). Taking the organisational situation into consideration, the certification body will make suggestions, which further basic requirements should be contained in the list of questions. This must be at least the following content, based on DIN EN ISO 9001, which is deemed significant here (auxiliary TÜV PROFiCERT-plus / product see 3.3):

- ➔ Documentation requirements
  (Manual as well as other documented information if appropriate)
- ➔ Performance requirements
  (Organisational policies and objectives, assessment of the system or the process(es), resources, improvements)
- ➔ Customer requirements
  (Customer orientation, customer satisfaction, complaint processing)
- ➔ Employee requirements (capabilities, awareness, training, communication)

➔ Testing requirements (e.g. internal audits, product testing)

The scope of the certificate includes the certified system or the process(es) and the normative standards, if appropriate.

In the context of the TÜV PROFICERT-plus certification it is not possible to check systems in legally regulated areas (e.g. EU directives) or protected regulations (e.g. SCC, SA8000).

2.1.3 Certification audit in the organisation

The certification audit is generally carried out by one or more auditors (lead auditor, co-auditors, and technical experts if appropriate). Starting from a duration of more than 4 days per organisation/group, a minimum of two auditors will be employed.

In the regulated area (there are overriding EU directives here), the audit team may comprise a system audit manager and a product expert in case it is necessary to resolve particular, specialist problems.

In the context of the audit, the auditors will check and evaluate the effectiveness of the system in use by the organisation. This is based on the requirements of the agreed standards and/or the coordinated list of questions.

The TÜV PROFiCERT audit report or the TÜV PROFiCERT audit protocol serves as a guide, above and beyond which the auditors may conduct further enquiries and investigations. The task of the auditors is to assess the organisation for fulfilment of the requirements of the agreed standards or lists of questions.

After completion of the audit, the organisation is informed of the audit result in a concluding meeting. Incidences of non-compliance are explained using the reports available and countersigned by the organisation.

If post-audits are required for elements of the system, a date is set for the post-audit. The post-audit documentation is produced in a similar way to the documentation for the certification audit. Payment for the post-audit is by cost, in accordance with the current price list.

Equally, the dates are agreed for the completion of any root cause analysis and corrective measures to be determined and executed by the organisation.

The organisation will then receive an audit report produced with any non-compliance reports and the evaluation of the auditors.

The period for presentation or implementation of corrective measures within the certification audit if necessaryin the required form (see audit report and non-compliance reports) is 4 months (120 days maximum). If measures to major non-conformities (NC1) cannot be verified and completed by the certification body within 6 months, a new certification audit of level 2 will have to be conducted or the certification issue cannot be granted!
There may be further requirements for certain standards.

Charts of the surveillance cycle can be found at the end of the document (Fig. 1 and 2).

2.2 Services After Issue of the Certificate

2.2.1 Granting of the Certificate, Expansion or Restriction of the Scope

The certificate is issued after the positive conclusion of this phase. The duration of validity of the certificate is generally three years, providing the required annual surveillance audits are completed with positive results. The time of the certification decision is decisive for the start of the first validity of a certificate.

The certificate contains:

- Details of the organisation, which the official name and the address come from.
  A logo can be added.
- The scope of the certification, which comes from the activities of the organisation, or in the TÜV PROFiCERT-plus procedure from the certified processes. For processes which ensure the production and product conformity the scope is always to be named with “Production/manufacture of...” as well as the products / product groups.
- The certified object (e.g. standard, process), certificate number, expiry date.

The certificate may contain appendices, which refer to other locations. If applicable, authorisation-specific regulations must be observed.

If the organisation cannot meet the certification requirements for all specifications laid down in the scope on a sustained basis, the scope will be restricted accordingly. This is commonly done in coordination with the organisation based on the surveillance results or other information.

In case of a desired change or expansion of the scope, the certification body shall be informed in due time in order to plan the audit work required for it.

2.2.2 Surveillance Audits

In the context of the surveillance audit, the internal audits, management reviews and changes to the system are checked in particular. For this, the organisation must submit the current documentation to the certification body with a list of all changes.

The audit report and associated non-compliance reports from the preceding surveillance audit or recertification/certification audit are the basis of the audit report.

The organisation receives a report about the result of the surveillance audit. The date for the surveillance audit will be agreed with the organisation.

Surveillance audits shall be carried out at the location(s) of the organisation 12±4 months and 24±4 months after the respective certification or recertification decision, whereby it must be ensured that there is one audit each calendar year. Thus, the permissible tolerances could be limited by a change of the calendar year. (*Charts to surveillance cycle EZ and RZ*).

One exception is the first surveillance audit after an initial certification. It shall be carried out no later than 12 months after the date of the initial certification decision. (*Charts to surveillance cycle EZ*).

The deadline for submission or implementation of any corrective measures needed is 4 months (120 days maximum).

If the maximum periods allowed are exceeded, the certificate will be suspended for 4 months. It can be reinstated with the performance of a surveillance audit within that period.
(See also under 3.3.7)

Charts of the surveillance cycle can be found at the end of the document (Fig. 1 and 2).

Possible deviations from these deadlines result from relevant rules and regulations in force at other certification areas.

In special cases, to be justified by the certification body, a surveillance audit announced at short notice by the certification body may be required, particularly in the case of significant changes to the system, or specific customer complaints.

For certifications in accordance with EU directives (e.g. pressure equipment directive 97/23/EC including ADR/RID), unannounced visits may be made. The requirement for such additional visits and their frequency are determined by means of a control system. In the event of these visits, checks may be made on the proper functioning of the system, if necessary.

2.2.3 Recertification Audits

Like the certification audit, the recertification audit serves to determine compliance of the management system with the underlying standard. All stages of the certification audit must also be performed in a recertification audit. Here, the performance of the management system must be taken into account explicitly from the underlying certification period. The minimum duration of the audit is 1 day (8 working hours).

The readiness review on site, however, can generally be omitted if the organisation is known and in the event that no significant changes have taken place in comparison with the last audit. The decision on this must be presented in the *audit report*.

The recertification audit must take place on the site(s) of the organisation.

Recertification audits shall be carried out until the expiry date of the certificate. In exceptional cases, the audit may also take place later, if a valid contract (incl. current offer) is available and an audit plan exists. The customer must be informed that there is a period with no certificate in this case, which is apparent on the following certificate. The audit here must have taken place by no later than 4 months after expiry of the previous certificate, and the issue of new certificates must be completed by no later than 6 months after expiry of the previous certificate. However, the certification cycle is then also based on the data of the original certification (original expiry date +1d → 3 years).

The deadlines of 4 months for submission or implementation of any corrective actions required from the recertification audit may consequently be reduced.

If the certification decision in the case of recertification including any required verification of corrective actions on instances of non-compliance can be made earlier than the certificate expiry, then a direct subsequent certificate (expiry date +1d → 3 years) can be issued.

If the certification cannot be restored within the specified deadlines, a new certification audit has to take place at greater expense (analogous to initial certification).

Possible deviations from these deadlines may result from relevant rules and regulations in force at other certification areas.

Charts of the surveillance cycle can be found at the end of the document (Fig. 1 and 2).

In the case of the TÜV PROFiCERT-plus / product the following applies especially:

If the recertification audit was carried out up to 5 months after the expiry date of the certificate, in the event of a positive conclusion it is to be taken into consideration that the newly issued certificate is valid exactly 36 months from the date of expiry of the last certificate (so-called “linked certificate”). If at the time of the audit date defined the existing certificate is not valid for more than five months, a new certification audit must take place at great expense.

2.2.4 Transfer of an Existing Certification

If an existing Certification shall be transferred from another accredited certification body, the following conditions must be met:
- the existing certificate must be valid without restrictions,
- the organisation and scope must meet the requirements in the previous certificate,
- no open non-conformities may be present,
- complaints from third parties and the associated measures as well as the current measures must be made available to legal representatives (authorities etc.).

If any of these conditions cannot be met, the transfer is not possible and a new initial certification must be offered or performed respectively.

2.2.5 Suspension, Restoration or Withdrawal of the Certificate

In the event that the deadlines described for the surveillance cycle (see also *Charts of surveillance cycle EZ and RZ*) are not observed, the certificate will be provisionally suspended. (See also provisions under 2.1.4, 2.2.2 and 2.2.3)

A suspension may last for up to 4 months maximum. Should it be impossible to complete the surveillance audits (including verification of the corrective measures) even by this time, then the certificate must be withdrawn. Certificate will also be withdrawn if the corrective measures cannot be verified within the statutory time limits. Suspension will result in the temporary deletion of the organisation from the directory of certified organisations (see 3.2) and is subject to a fee. Before the suspension or withdrawal of the certificate the organisation must have an official hearing, unless this is not possible due to the urgency or a hearing does not occur.

In this case at the same time, all usage rights for the certificate and trademark will be suspended.

If the requirements for being rightfully awarded the certificate are met again between suspension and withdrawal, the certification body will inform the organization immediately about the permitted restoration of the certificate’s validity.

3 Other

3.1 Notes and Retention of Documents

The certification body makes notes on all services carried out for the certification, from which the performance of the services is evident.

The retention period for these documents is a minimum of five years after expiry of the certificate.

3.2 Directory of Certified Organisations

The certification body runs a directory of the certified organisations with details of the certified standard and the respective scopes.
The directory is available to the public (www.tuev-hessen.de and www.proficert.com).

3.3 Requirements for the Certification of Organisations with Multiple Locations (Multi-Site Procedure with TÜV PROFiCERT)

An organisation with multiple locations is then available if the organisation has a head office, in which the activities are planned, monitored and managed. Furthermore, there is a network of local branches or subsidiary offices (or locations, subsidiary/sister organisations etc.), in which these activities are completely or partially executed. The products and/or services provided by all the locations of the organisation must be largely comparable or similar and achieved fundamentally by the comparable methods (these also include facilities, consumables etc.). The head office must be legally associated with the other locations and must have more than just the certification as deliverable.

- ➔ The system must be administered from a central function, in accordance with a centrally regulated plan and subject to central evaluation by the top management.
- ➔ All locations included in the certification are subject to an internal audit programme and have been audited internally in accordance with this programme prior to the start of the certification audit.
- ➔ Furthermore, evidence must be provided that the central location of this organisation uses a system in accordance with the respective standard and that the requirements of the standard are met in the entire organisation. This also includes compliance with other relevant regulations.
- ➔ Additionally, evidence must be provided that the data and information from all locations on the issues of system documentation, system changes, management evaluation, complaints, corrective measures and internal audits (including result evaluation) are recorded and analysed.

If these requirements are met, there is the option of a random sample check in accordance with IAF MD 1 (see www.iaf.nu). It is possible that the locations that are specified in the offer and to be audited and the scheduling of these may be subject to change due to findings during the certification process. These changes have no effect on the audit charges made in the offer unless there have been changes within the organisation since the generation of the offer.
Other regulations (e.g. ISO/TS 16949) apply for certain certifications. Here the information given in the respective offer is to be taken into consideration.

3.4 Special Conditions for TÜV PROFiCERT-plus / product Certifications

The procedure is based on the TÜV PROFiCERT-plus procedure (including the basic requirements named in 2.1.3). Here a further basic requirement is added:

- ➔ Product and production conformity testing process, including all requirements for the product and the production, as well as proof of the product conformity.

Advertising with the TÜV PROFiCERT product logo shows a consumer that a product test has taken place at the manufacturers and that the conformity was taken into consideration hereby with the defined requirements including all legal requirements. The manufacturer remains fully responsible for the performance of all tests and for the product.

Requirements for such a certification are:

- The processes product and production conformity or similar processes must be checked at the manufacturers in the context of a system/process certification in an audit with positive results. For this the manufacturer receives a TÜV PROFiCERT-plus certificate with details of the products
and
- The value creation of a product must lie at more than 10% of the total value added of an organisation to be certified. (This means an extensive exclusion of trading companies without appreciable own contribution to the manufacturing).
and
- The manufacturer leaves the product with the certification body for verification and/or as retention samples

or
- a cooperation partner, certified and approved by TÜV Hessen, performs the product testing and also checks the manufacturer's production at defined intervals. TÜV Hessen verifies the cooperation partners test reports. The manufacturer's responsibility (see above) remains unchanged.

- The TÜV PROFiCERT-plus / product certification is about the process surrounding the production / product test process which is to be highlighted.
- The TÜV PROFiCERT product certification may contain material products (ballpoint pen, paper etc.) as well as intangible products (e.g. software).
- The TÜV PROFiCERT-plus / product certificate contains an appendix of the products / product groups without naming standards.
- The TÜV PROFiCERT-plus / product certificate will not be issued in legally specially regulated areas (EU directives with Notified Bodies or for particularly sensitive products).

With the TÜV PROFiCERT-plus / product certification the manufacturer can refer to it on the product, the product packaging or in any other form. The number assigned to the product or the product group on the TÜV PROFiCERT-plus / product certificate must always be visible for the user/consumer. TÜV Hessen publishes the tested products each with the associated number under www.proficert.com.

Product changes (these also include major changes to the production procedure) must be made known to TÜV Hessen and may result in further tests. Also subject to notification obligation are events reported by the manufacturer during use of the product, which give rise to suspicions of a significant impairment of the quality and/or safety of the product.

TÜV Hessen or the cooperation partner must in justified instances and after registration have the short-term option of checking the production, the applicable test process or the product outside the defined test intervals or to request the corresponding test evidence.

3.5 Appeals and Complaints

3.5.1 Appeals

Appeals against decisions of the certification body are to be directed to the above address. The submission of appeals will result in no disadvantage to the submitter. The appeal will be processed by people within the certification body who are not involved in the respective process.
The appellant will initially receive in writing a confirmation of receipt and later the decision including any measures taken. Where possible and appropriate, the appellant will receive additional information on the respective progress during the investigations.

3.5.2 Complaints

Complaints are to be directed to the above address.
Complaints may relate to certification activities or to certified customers. If the complaint concerns a certified customer, the investigation will consider the effectiveness of the certified management system. The complaint will be processed by people within the certification body who are not involved in the respective process.
The complainant will initially receive in writing a confirmation of receipt and later the decision including any measures taken. Where possible and appropriate, the appellant will also receive additional information on the respective progress during the investigations. The customer concerned will also be informed. All complaints will be presented to the committee to ensure the impartiality.

In order to investigate the complaint it may be necessary to perform short notice or unannounced audits at the facility of the concerned certified customer (see also 2.2.2).In that case the customer has no option to raise an objection to the members of the audit team.

3.6 Use of the Trademark

3.6.1 Name and Location of the Trademark Owner

TÜV Hessen is the owner of the ”PROFiCERT” trademark, registered with the German patent office under number 40110046.4.

3.6.2 Agreement on the Use of the Logo

The certified organisation can use the TÜV PROFiCERT logo or the TÜV PROFiCERT-plus / TÜV PROFiCERT product logo. All rights and duties connected with the use of the TÜV PROFiCERT trademark are to be inferred from the agreement. The logo may be used only in the form shown in sections 3.6.3 and 3.6.4. It may be used in the specified colour or in shades of grey, maintaining the proportions of the logo elements. The logo must be easily legible and clearly visible. The user of the logo is responsible to TÜV Hessen certification body for the use of the logo, particularly also in the context of advertising.
The certificate number must always be stated.

3.6.3 Form of TÜV PROFiCERT logo for DIN EN ISO 9001, for example

3.6.4 Examples for the form of the TÜV PROFiCERT-plus / TÜV PROFiCERT product logo

4 Surveillance Cycle

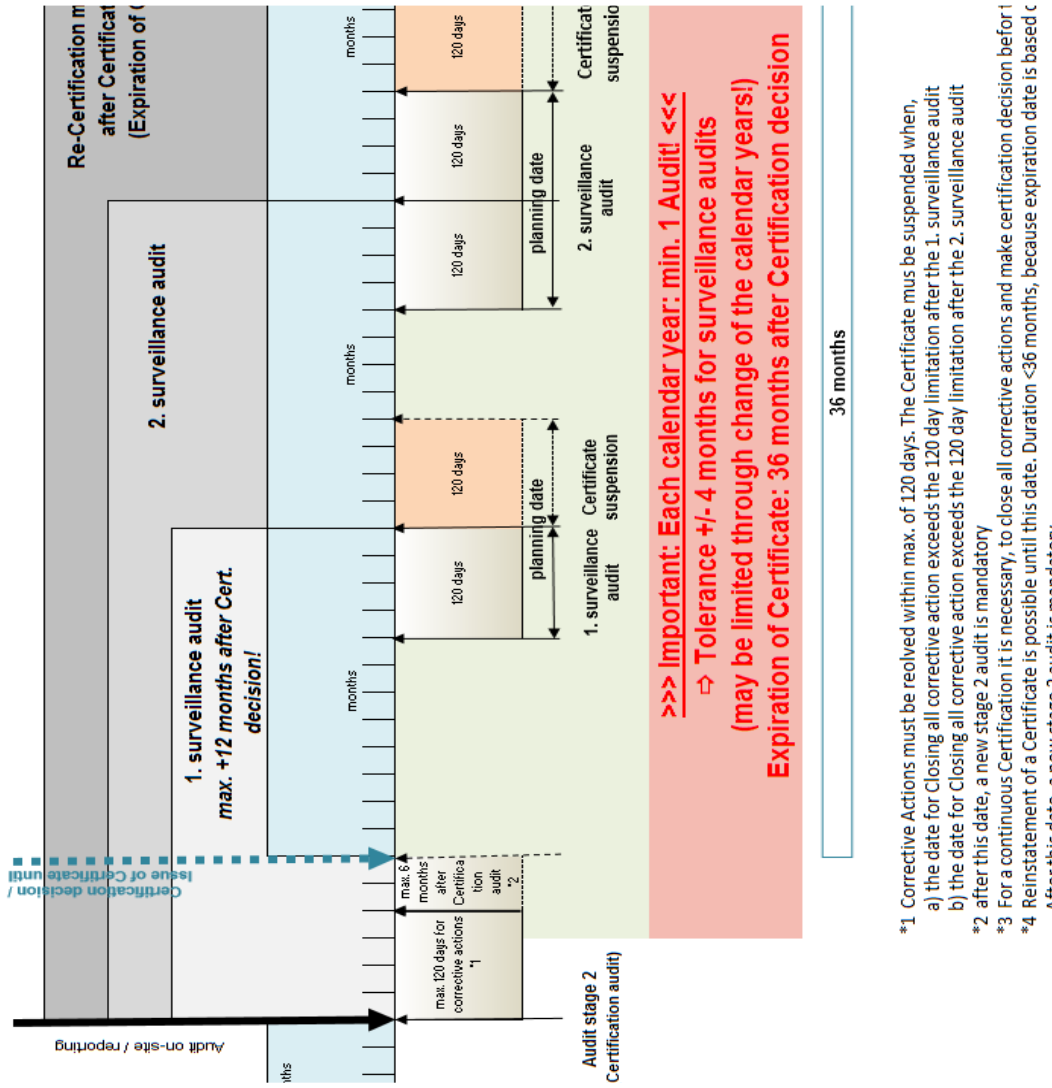
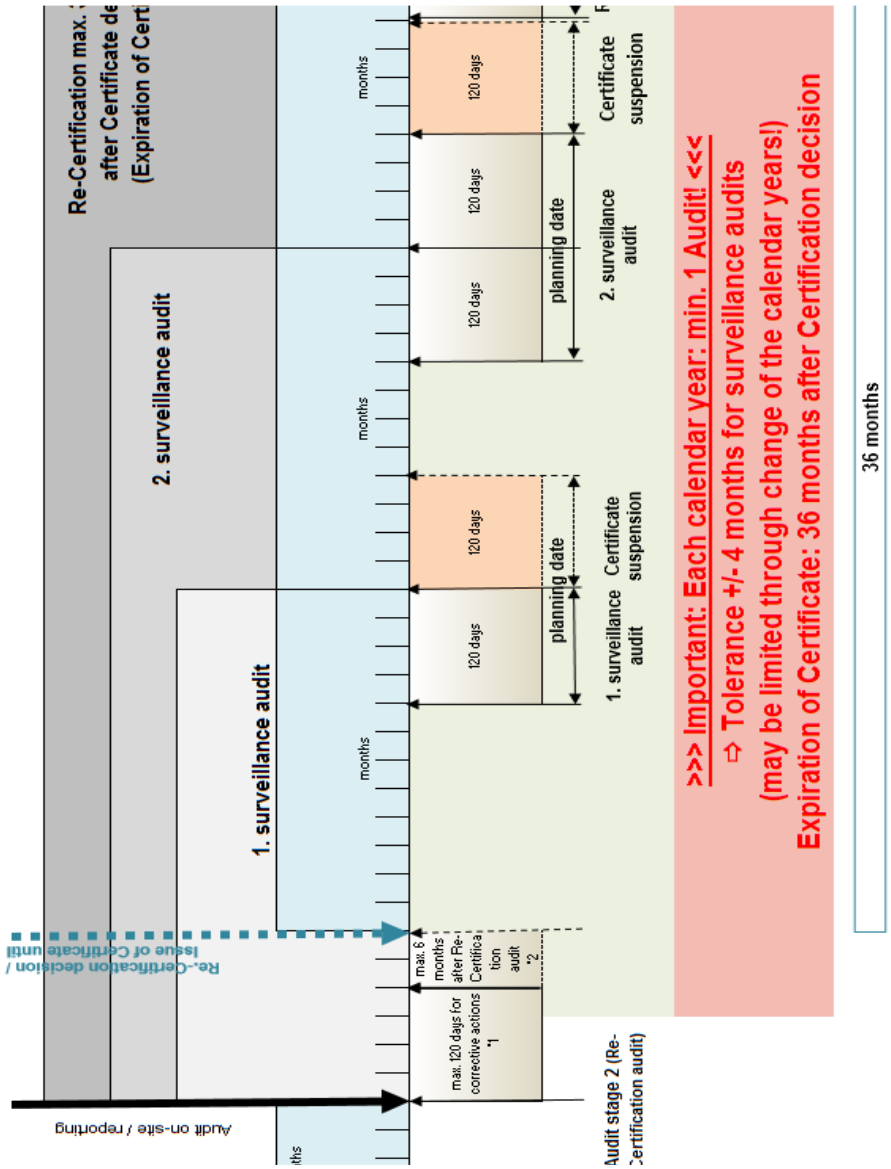


Figure 1: Chart of surveillance cycle EZ



*1 Corrective Actions must be resolved within max. of 120 days. The Certificate mus be suspended when,
a) the date for Closing all corrective action exceeds the 120 day limitation after the 1. surveillance audit
b) the date for Closing all corrective action exceeds the 120 day limitation after the 2. surveillance audit

Figure 2: Chart of surveillance cycle RZ

Price list for Europe

from Certification Body of TÜV Hessen
Valid since: 2018-01-01

On the basis of the services listed in the "*Procedure Guidelines for the Certification of Management Systems",* the following prices shall be charged. Older pricelists may still be valid for existing contracts.

Daily rates:

(1) Preparation for a TÜV PROFiCERT-Audit
readiness review and document evaluation and review

(2) Certification audit
Conduction and reporting,

(3) Surveillance and recertification audits, special audits
Preparation, performing and documentation of surveillance and re-audits as well as necessary special audits

Settlement of services after expenditure, per man-day	**€ 500-1080***
For TÜV PROFiCERT-plus und- product	**€ 500-1180***
For automotive- and medical product guidelines, per man-day	**€ 700-1380***

* acc. to complexity of the organization and/or the relevant products/processes

Other fees:

Annual Fee for registration and use of the TÜV PROFiCERT-certificate after certificate awarding. This includes 3 certificates (A3) in English or German and in another language. Upon request, a coloured company logo (with compatible file) can be integrated into the certificate (Except Automotive Guidelines)
In Corporate scheme Certifications, each site receives an individual Certificate **€ 790**

For suspension of the certificate 25% of this annual fee shall be charged in addition, for withdrawal of the certificate, 790€ shall be charged in addition.

Additional original certificates in other available languages
in the sizes DIN A3 or DIN A4 for a minimum of 3 certificates in an additional language **€ 75**
for each additional certificate, per piece 25,- € / Costs for larger quantities and on request.

TÜV PROFiCERT package incl. use of TÜV PROFiCERT-trademark **€ 180**

Use of the TÜV KNOW-HOW CLUB (not in all countries available).
Annual fee (for certified companies and TÜV Hessen-Business partner free) **€ 200**

Not included in the prices listed is value added tax rate (may not be applicable), as well as travelling costs. **Travelling time and expenses will not be charged separately.** The general terms of business from the TÜV Hessen apply.

Convince yourself of our qualifications and let us draw up your individual offer!
TÜV Hessen, Robert-Bosch-Straße 16, D-64293 Darmstadt, Tel. +49 (0)6151-600331, Fax +49 (0)6151-600336.
TÜV PROFiCERT, www.proficert.com**, TÜV KNOW-HOW CLUB,** www.tuev-club.de

General Terms and Conditions of Business

of TÜV Technische Überwachung Hessen GmbH (hereinafter referred to as "TÜV HESSEN")
governing freely agreed (=non-regulated) services, in particular activities involving testing and inspection, consultancy and expert opinions

1 General; Scope

1.1 As laid down in its articles of association, TÜV HESSEN provides technical services in particular in the form of expert opinions, tests and inspections, measurements/laboratory services, consultancy/concept planning and specialized training courses and develops services and the associated products in the field of new technologies (hereinafter referred to as the "Services").

1.2. TÜV HESSEN's predominantly provides Services for entrepreneurs (Art. 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. These General Terms and Conditions of Business (hereinafter referred to as the "GTC") are therefore in principle drafted for transactions with those groups of persons and apply to all business relations between TÜV HESSEN and those customers. Regardless of the foregoing, they also apply to business relations between TÜV HESSEN and consumers (Art. 13 of the German Civil Code (BGB)). In this case, however, the GTC apply **with the following provisos:**

- The delivery and completion periods stated by TÜV HESSEN are binding, contrary to the provisions in Section 3.1.
- Section 4.3 shall not apply.
- Section 5.6 shall not apply.
- Section 8.1 applies with the proviso that the place where the registered office of TÜV HESSEN is located is agreed to be the place of jurisdiction in the event that the registered office, residence or habitual abode of the customer is transferred outside the scope of application of the laws of the Federal Republic of Germany or the customer's registered office, residence or habitual abode is unknown at the time when action is brought.
- Section 8.2 shall not apply.
- TÜV HESSEN does not engage in any dispute resolution procedures before any consumer conciliation body.

1.3. These GTC apply exclusively. Any general terms and conditions of the customer which deviate from, conflict with or supplement these GTC will become part of the contract only if and to the extent that TÜV HESSEN has explicitly approved their application. This approval requirement applies in any event and even if TÜV HESSEN for example renders the Services to the customer without reservation despite being aware of the customer's general terms and conditions of business.

1.4. Individual agreements made with the customer in a specific case (including ancillary agreements, supplements and changes) have priority over these GTC. For the content of such agreements a written contract or written confirmation by TÜV HESSEN is authoritative, subject to proof to the contrary.

2 Contractual Performance

2.1 Unless otherwise agreed, the Services will be rendered in accordance with the statute law applicable at the time of entry into force of the contract. TÜV HESSEN shall be entitled to exercise its reasonable discretion in determining the method or type of investigation or assessment, provided that no conflicting written agreements have been made or that no specific course of action is required by mandatory law. Unless otherwise explicitly agreed in text form, no responsibility shall be assumed for the correctness of the safety programs and safety regulations on which the tests and inspections have been based.

2.2 TÜV HESSEN shall be entitled to make use of sub-contractors in the implementation of the order.

2.3 The scope of contractual activities to be performed by TÜV HESSEN shall be defined in text form on placement of order. If any extension or other modification of the originally agreed order prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in text form. Articles 648 and 648a of the German Civil Code (BGB) shall not be affected thereby.

3 Deadlines, Default, Impossibility of Performance

3.1 Any delivery or completion periods stated by TÜV HESSEN shall be binding only if this has been explicitly agreed upon in text form.

3.2 Should TÜV HESSEN's customer, in the case of delayed performance, grant a reasonable additional period within which performance is to take place and should TÜV HESSEN fail to observe this new deadline or ascertain that performance is no longer possible, the customer shall have the right to withdraw from the contract and – if TÜV HESSEN is at fault – claim damages in lieu of performance. Articles 281, 323 of the German Civil Code (BGB), shall remain unaffected hereby.

4 Warranty

4.1 Warranty by TÜV HESSEN only covers Services with which it has been explicitly commissioned as per Section 2.1 or 2.3 Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular, TÜV HESSEN shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and the legal responsibility of the manufacturer shall be neither restricted nor assumed.

4.2 Any warranty given by TÜV HESSEN shall initially be restricted to supplementary performance to be completed within a reasonable time limit. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by TÜV HESSEN, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract.

4.3 Notwithstanding the sale and purchase of consumer goods and the consumer contracts which fall within the scope of Article 651 of the German Civil Code (BGB), any claims for supplementary performance, reduction of price or rescission of the contract, which are not subject to the limitation periods of Article 438 (1) No. 2 or Article 634a (1) No. 2 of the German Civil Code (BGB)), shall be time-barred after one year following the beginning of the statutory limitation period, unless TÜV HESSEN has maliciously concealed the defect.

4.4 Any claims for repayment of expenses covered by Article 635 (2) of the German Civil Code (BGB), shall not be affected by this clause.

5 Liability

5.1 Unless otherwise provided by these GTC, including the provisions below, TÜV HESSEN shall be liable for breaches of duty in accordance with the statutory provisions.

5.2. TÜV HESSEN shall be liable for damages, irrespective of the legal ground, in the context of fault-based liability in the event of intent or gross negligence. In the event of simple negligence, subject to a more lenient standard of liability provided by law (e.g. care applied in one's own affairs), TÜV HESSEN shall only be liable (i) for damage arising from an injury to life, body or health, (ii) for damage arising from a not insignificant breach of a material contractual duty (an obligation the fulfilment of which enables the proper performance of the contract in the first place and on the fulfilment of which the other party to the contract usually relies and may rely); in the latter case liability of TÜV HESSEN is limited to the compensation of damage which was foreseeable and typical when the contract was concluded.

5.3 The limitation of liability according to Section 5.2 also applies to breaches of duty by or for the benefit of persons for whose fault TÜV HESSEN is responsible pursuant to the statutory provisions and to any personal liability of executive bodies, experts and other employees of TÜV HESSEN. It does not apply where TÜV HESSEN or any of the persons mentioned above has fraudulently concealed a defect and with respect to claims arising from a guarantee of a specific quality or claims under the German Product Liability Act (Produkthaftungsgesetz).

5.4 In the case of claims for damages under the Atomic Energy Act (AtG), Article 13 (5), arising out of the handling, and in particular the transport, of radioactive substances under a license issued to TÜV HESSEN to carry out such activities outside nuclear power stations, TÜV HESSEN shall only be liable up to the officially insured amount in each case of damage. Any claims for damages based on other legal provisions shall be governed by Sections 5.1 to 5.3.

5.5 Any person making claims under this contract shall without delay inform TÜV HESSEN in text form about any potential damage for which TÜV HESSEN could be liable.

5.6 Where claims for damages are limited under this Section 5, they shall be time-barred after one year following the beginning of the statutory limitation period unless subject to the limitation periods of Article 438 (1) No. 2 or Article 634a (1) No. 2 of the German Civil Code (BGB).

6 Terms of Payment, Prices

6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, Services shall be billed in accordance at the prices valid at the time of performance.

6.2 Reasonable advance payments may be requested and/or partial invoices covering Services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by TÜV HESSEN.

6.3 Unless otherwise agreed the remuneration invoiced in accordance with Section 6.2 and/or the final invoice after acceptance of work shall be due for payment immediately upon invoicing. Article 286 of the German Civil Code (BGB) shall not be affected by this clause.

7 Secrecy, Copyright, Data Protection

7.1 TÜV HESSEN shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.

7.2 In as far as expert opinions, test results, calculations and other documents or work products that are protected by copyright (hereinafter referred to as "Work") are prepared within the scope of contractual performance, including in electronic form and drafts, TÜV HESSEN shall grant the customer a simple, non-transferable and non-sub-licensable right of use, if this is required by the purpose of the contract. Other rights are not granted or transferred. The customer may use any such Work only in complete and otherwise unchanged form and only for the contractual purpose. In particular, any publication or duplication for marketing purposes shall require TÜV HESSEN's prior consent in writing.

7.3 TÜV HESSEN shall not, without authorization, disclose or turn to use any business or trade secrets of which TÜV HESSEN becomes aware in the course of performing the order.

7.4 TÜV HESSEN processes the customer's personal data for proper performance of the order and for its own purposes. TÜV HESSEN also uses automatic data processing systems for this. During data processing, TÜV HESSEN meets all applicable data protection requirements.

8 Jurisdiction, Place of Performance, Applicable law

8.1 In as far as the prerequisites outlined in Article 38 of the Code of Civil Procedure have been fulfilled, the place of jurisdiction for the assertion of claims by both contractual partners shall be the domicile of TÜV HESSEN.

8.2 Place of performance for any obligations arising out of the contract shall be the domicile of TÜV HESSEN.

8.3 The contractual relationship and all legal relations arising from it shall be exclusively governed by, and construed in accordance with, the laws of the Federal Republic of Germany without regard to its provisions on the conflict of laws and the UN Treaty on the International Sale of Goods (CISG) which shall be expressly excluded.