

1 Subject and Scope

This General Contract Terms and Conditions (hereinafter referred to as the **GTC**) regulate the contractual relations between CertUnion Hungary Certification Ltd. (hereinafter referred to as CertUnion or Certifier) and its Client for certification service. Present GTC also covers existing contractual relationships.

All forms, templates, correspondence, or quotes used during the certification are covered by present GTC, and their acceptance by both parties can enforce or overwrite the GTC.

The Certifier complies with the accredited status requirements in accordance with the applicable national and international regulations. Due to this compliance, the Client requesting or renewing its certification is obliged to operate in accordance with the relevant standards and legislation and to comply with the same requirements.

2 General Terms of the Certification

2.1. **Data and Information:** The Client shall provide the Certifier with all the information necessary for the completion of each phase of the certification process, in particular information on the activity to be certified, the sites, shift numbers, legal and standard responsibilities for the activities, the number of personnel involved in the activities at each site, resources, subcontracted tasks, hired consultants, applicable and relevant regulations, laws, regulatory documents. The Client is responsible for the correctness and completeness of such data. The Client shall be responsible for the additional burden arising from inaccuracies in the data provision. The Client furthermore acknowledges that the Certification Supervisor may need to access more materials for the audit during the certification process.

In case of an Information Security Management System (ISO / IEC 27001) certification, the Client shall prior to the audit inform the Certifier in writing about all information (e.g. records or information on the design and effectiveness of controls) that will not be available during the audit to the auditor team because they contain confidential or sensitive data. If, upon examination of this notification, the Certifier concludes that the substantive implementation of the audit is only possible with access to the confidential information, the Client shall obtain all necessary permissions in order to enable the implementation audit.

2.2. **Appointment agreement:** The Client shall agree on possible dates for the certification, which will be confirmed after verbal acceptance also in writing by the Certifier. If either party wants to change the agreed and confirmed date, it shall be done not later than 8 days before the date of the agreed audit.

2.3. **Members of the auditor team:** Until the 8th days before the audit date, the Client has opportunity to reject the composition of the auditor team designated by the Certifier and to request the appointment of a new team. The Client understands, however, that the appointment of a new auditor team may lead to the agreement of a new audit date as well.

2.4. **Certification information:** Upon request of the Client the Certifier will provide verbal information at any stage of the certification process.

2.5. **Auditing:** is a multi-phase process that starts with a document review, and then continues with checking the information obtained from the documents on site (sites, headquarters, central manager, etc.) by sampling or using interviewing methodology. During the audit period between the opening and closing meetings if necessary non-conformities will be recorded, and the Client shall make proposals for corrective actions at the final meeting or within 15 days after the closing meeting, which are subject to the approval of the Lead Auditor. Upon approval, in case of significant non-compliance, the Client has 30 days after the last day of the audit to send the documents that prove the completion of the corrective actions. The Certifier will evaluate the submitted documents according to the specifications, whether they meet the requirements and then make the certification decision. The period of certification assessment and decision (30 days) does not include the time spent by the Client for corrections.

2.6. **Notification of changes:** The Client shall promptly inform the Certifier in case of any change that affects the certified management system (especially if they are in the areas specified in the Change Notification Form available on the Website). The form of the notification can be any written communication channel (letter, e-mail or Change Notification form).

2.7. **Combined (joint) audit:** is an audit when an organization is audited at the same time against two or more management system standards.

2.8. **Integrated audit:** is an audit when an organization integrates two or more management system standards into a single management system, which then is audited against more than one standard at once.

2.9. **Shared audit:** two or more certification organizations are involved in auditing one organization.

2.10. **Witness audit:** By its accredited status and based on current international standards the Certifier is obliged to present witness audits to the national accreditation authority. The refusal of the Accreditation Authority (www.nah.gov.hu) to participate in a witness audit and/or to reimburse (by the Client) the costs of travel abroad will result in the withdrawal of the certificate. In the event of refusal by the Accreditation Authority to participate in a witness audit, the Certifier shall lose its accredited status in the relevant field, for which the Client shall be liable to pay compensation.

2.11. **IAF CertSearch:** IAF CertSearch was created by the International Accreditation Forum and its members to provide a register of accredited certificates from around the world. IAF CertSearch is a global database where users can find information on the status of accredited certificates issued by a certification body accredited by an IAF MLA signatory member, in this regard the National Accreditation Authority, under the scope of ISO/IEC 17021-1, in this respect CertUnion Hungary Ltd.

2.12. **Fraudulent conduct:** In accordance with its own procedures, and primarily pursuant to Sections 2.1, 4.7, 4.8, 4.10, and 5.1 of these General Terms and Conditions, CertUnion shall take action against any violation of accreditation and conformity assessment rules at any stage of the conformity assessment, even if such violation stems from intentionally misleading, concealed, or false information, or fraudulent conduct; the Client expressly supports such action. The regulations regarding fraudulent conduct are available to everyone on the Certification Body's website.

3 Certification Process

3.1. **Registration:** the register is the property of the Certifier for all Clients, who undergo their first certification of each management system (ISO 14001, ISO 9001, ISO 27001, etc.). The registration fee includes the inclusion into IAF CertSearch international database and the management of the current status of the certification.

3.2. **Notification on the certification:** As per Section 2.4. consultation in person at the certification office is free of charge at any stage of the certification. The Certifier provides information on the handling of appeals and complaints through its website, and notifies the Client on its website and in the newsletter of any changes in the requirements that may arise in the meantime.

3.3. **Initial audit and certification:** the initial certification consists of two stages. Section 1 of the initial audit (hereinafter referred to as IA1) includes the documentation review and assesses followings:

- the specific circumstances of the Clients locations and operational sites,
- in case of a combined or integrated audit, the level of integration will be reviewed in order to determine the exact time of the audit. If the Client's and the Certifier's assessment of the integration level is not the same, the audit time will be corrected.
- assessment of client preparedness (review of the situation of the client and how the standards have been implemented so far, with particular emphasis on the key performance indicators, essential aspects, processes, goals and the operation of the management system) for the Initial Audit Phase 2 (hereinafter IA2).
- collecting information on the scope, processes, locations of the management system, legal aspects related to them, their fulfilment, subcontractors and consultants.
- review of available resources for IA2 and agree on IA2.
- examining whether the Client has planned an internal audit and a management review, and if an assessment of these was carried out in such a way that the level of implementation of the management system points to the Client's preparedness.

In order to achieve the above goals, the Certifier always considers- and communicates in form of a dialogue- whether the last part of the IA1 should be executed at the Client's premises. In case of information security management systems both, IA1 and IA2 will be done on site, in case of environmental management systems the Certifier will decide based on the complexity of the activity and the degree of environmental impacts, in case of occupational health management systems the Certifier will decide on the basis of occupational safety hazard classification.

The Certifier will send a written summary of the IA1 to the Client, informing them about areas that may be a problem when conducting IA2. The Client acknowledges that the results of IA1 may lead to the postponement or cancellation of IA2.

The aim of the IA2 is to evaluate the implementation and effectiveness of the Client's management system. In all cases, the IA2 must be carried out at the Client's site(s) and includes followings:

- gathering information and evidence if all documents meet the requirements of the management system,
- monitoring and measuring the activity; reports and inspections on the main objectives, appropriations,
- evaluation of the Client's management system for compliance with the law,
- evaluation of the Client's processes, internal audits, management reviews,
- assessment of the management's commitment to the implementation of the policy
- the evaluation of relationships between established requirements, policies, objectives and appropriations, relevant legal requirements, responsibilities, staff preparedness, operations, procedures, performance data and internal audit findings.

The appointed - and accepted - auditor team analyzes all information and audit evidence collected during the IA1 and IA2 phases. Thereafter, the Certifier will draw conclusions from the audit.

The Certifier evaluates the site audit form, the audit evidences, the audit report, and any related corrective documents submitted by the auditor team for the certification decision.

After evaluation of the above within 30 days, a certification decision/ certificate will be released to the Client containing all the data that is required according to the regulations of this document.

3.4. Supervisory audit: The supervisory audit is an annually recurring on-site evaluation investigating if the Client's management system meets the requirements of the relevant standard (s), but does not cover the entire system, however is interpreted in conjunction with other supervisory activities. The supervisory audit (hereafter SA) may include, inter alia, the followings:

- questions asked by the Certifier regarding the operation of the system,
- review of client declarations related to its activities (e.g. marketing materials, website, etc.),
- purchase orders and related documents received by the Client in paper or electronic form,
- review if other means are available for monitoring the Client's operation.

the mandatory points of the SA are the followings:

- internal audits, management review, non-conformities detected during previous audits and their management,
- complaints management
- review of the effectiveness of the management system and the achievement of the Client's goals,
- implementation of continuous development, continuous monitoring of operation,
- tracking and reviewing changes
- verification if the use of the certification logo is compliant

The first year SA shall be organized and conducted by the Certifier within 12 months and in the same calendar year after the last day of the IA2 phase, the certification decision shall be taken within 30 days, after receipt of the appropriate corrections of any non-conformities recorded. The parties acknowledge that the date of the first annual supervisory audit following the IA2 shall not be later than the 12th month following the last day of the IA2 and shall not pass the calendar year.

3.5. Renewal audit: is used to renew the certified status of the Client, and to confirm its continuity, if the renewal audit (hereinafter RA) is conducted and closed, i.e. the certification decision is made 1 month before the expiration of the valid certificate. A data pre-assessment may be necessary before the on-site RA can be conducted, if there are changes in the Client's data and / or the certified status has not been continuous. The purpose of the RA is to confirm that the management system as a whole continues to meet the requirements and is effective and remains appropriate and applicable to the scope of the standard it was certified against. The Certifier examines in the RA process the reports of previous supervisory audits - over 3 years. In addition to the mandatory elements of IA2, the mandatory elements of the RA are followings:

- examining the effectiveness of the management system as a whole, its internal and external changes and its relevance within the framework of the certificate,
- to seek evidence of commitment to maintain and improve the effectiveness of the management system,
- to seek evidence that the certified management system contributes to achieving the organization's policy and goals

In order to ensure continuity the Certifier sets deadlines for the correction of the non-compliances revealed during the RA and the implementation of corrective actions, which are before the expiry of the certificate. If the RA and the corrections are not completed before the expiry of the certificate, the Certifier will still have the opportunity to grant renewed status within 6 months after expiration, if the requirements are fulfilled at later date. In this case, the certificate's date of issue may not precede the date of the final certification date, but the expiration date shall remain aligned with the validity period of the initial document. Otherwise, an IA2 phase has to be conducted.

3.6. Exceptional audits (EAs) may be conducted in the following cases:

- the Client requests the extension of the scope of the already granted certificate,
- the Certifier received a complaint or it becomes necessary due to any other complaints,
- there were significant changes in the organisation, which also affect the management system.

The EA will be conducted based on the severity of the deficiencies discovered, on the recommendation of the Lead Auditor team and the decision made by the Certifier. An EA can also be a full-scale audit process.

In case of an EA the Certifier determines the conditions for conducting the audit, and appoints a competent auditor team with particular care, as the Client won't be allowed to object to the members of the auditor group and to request the appointment of new members.

3.7. Verification: The Certifier can check the compliance of a certificate, on its own or a 3rd party's initiative, at a time that was chosen by the Client from three dates offered by the Certifier. The Client is not allowed to raise any objections against the persons appointed for the verification process.

3.8. Transfers: If the Client wishes to contract CertUnion to continue a certification that was started by another certifier, Client acknowledges to provide CertUnion with all audit evidence and system documentation from the past years (non-conformities, audit reports, complaints), taking deadlines set in Section 3.4 and 3.5 into consideration. CertUnion shall continue and evaluate the effectiveness of the already certified management system based on the acquired information and regulations.

3.8.1. The Client acknowledges that, in the event of a transfer, the Certifier may carry out a preliminary visit and a document review to verify the true nature of the transfer conditions and its feasibility. The pre-visit does not count as an audit!

3.8.2. The Client accepts that if the result of the preliminary visit and document review performed during the transfer process does not comply with the requirements of the transfer, the Certifier will be handled by the Certifier as a new client along a new certification cycle.

4 Certificate

4.1. After a successful audit and certification decision, the Certifier issues a certificate of compliance. The decision on the certified status and the release of the document is the discretionary right of the Certifier, which can only be exercised if it is satisfied that all professional requirements are fully met. The certificate cannot be claimed in litigation or in other ways.

4.2. **The certification decision**, will be made after the closure of the IA2 / RA and the closure and acceptance of any non-compliance, which is usually the date when the document is issued.

4.3. The Certifier owns the certificate, the audit site data sheet, the audit report, and the certification logo; and remains the owner of these even after they have been put into use. The Certifier also maintains ownership or copyright of any document or record made by the auditor team during the audit with its logo, which may therefore only be copied or multiplied in any form and only with prior written consent of the Certifier.

4.4. **The validity of the certificate** is 36 months after the initial audit, starting from the date of the certification decision, provided that the SAs are executed and closed in line with all regulations and the document doesn't get revoked. After the RA, the expiry date of the new certificate has to be calculated based on the initial expiry date even if the RA's certification decision precedes / succeeds this date.

4.5. **The Exchange of the certificate** may be made in the following cases against the fees stated in the quotation:

- change of company details (headquarters, change of organizational form, change of location, etc.),
- narrowing / expanding of activity scope at the request of the Client,
- in other justified cases by the Certifier if any circumstance described in Section 2.1. exists.

If the Certifier orders the exchange of the document (s) on its own initiative (e.g. restriction due to inappropriate activity, follow-up of standard changes), the release of the amended certificate (s) is free of charge.

4.6. The Certificate is **not transferable to another party**, and may only be used by its holder, and solely for its intended purpose, to certify that the area within its scope is in full compliance with the relevant standards and / or regulations. The entire certificate can be presented to prove this and the certification logo in Section 5. can be indicated on the Client's marketing materials, website, etc. in reference to the area within the scope of the certificate.

4.7. The certificate may be **suspended** immediately in the following cases:

- changes as described in Section 2.6., which were not reported by the Client,
- the Client does not comply with the terms and conditions of the contract (e.g. failure to pay, failure to take corrective action),
- a well-grounded complaint about the Client's certified status
- if the Client does not allow the frequency and duration of audits to be carried out in accordance with the regulations
- in case of an unsuccessful audit, until the successful completion of the extraordinary audit,
- if the Client does not apply the certification logo / certificate appropriately,
- if the Client voluntarily requests temporary suspension of its certified status,
- if the Client does not accept any of the three possible dates offered for the verification checks.

During the period of suspension, the Client's certified status is invalid, the reference to it and the use of the certification logo are not allowed. Unlawful reference or use may result in legal consequences. The suspension - which is usually half a year - will be sent in a written decision notification to the Client. After the suspension period expires, the Certifier will decide on the recovery or withdrawal of the certified status. The Certifier can provide information to all interested parties about the fact of suspension and may include it on its website. The duration of the suspension does not affect the validity of the issued certificate.

4.8. **Physical withdrawal of the certificate** can take place in the following cases:

- upon termination of this or a specific ad hoc contract,
- non-payment by the Client (see Section 3.3 of the Contract),
- if the Client does not request audits, does not allow them,
- if at any audit, the auditor team does not recommend the renewal of the certified status,
- if the Client's certified status / certificate / certification logo is misused
- at any verification check, the facts show that the conditions for the earlier certification decision do no longer exist,
- any condition for suspension persists unreasonably for a longer time than the duration of the suspension period itself,
- the Client does not generally comply with the GTC and the related Contract

Upon receipt of the certificate withdrawal notification, the Client shall promptly comply with the provisions of the notification and return the documents - all copies, in every language - to the Certifier for cancellation. The Certifier will archive the invalid documents and send them back to the Client upon request. The Certifier may provide information to any interested party about the revocation and may include it on its website.

4.9. **Document Renewal:** The Certifier automatically notifies the Client if the certified status is renewed. A renewal audit may take place if the date of the RA and the certification decision do not exceed the validity period of the Certificate, or if the situation is as described in the last paragraph of Section 3.5.

4.10. Abuse of the Document: Abuse is every case where the Client uses the document issued by the Certifier in a manner contrary to the terms of the Contract and the GTC, which includes followings:

- use of a certification logo against the regulations, in the event of a discrepancy use of logo without prior approval of the Certifier,
- reference / use of an invalid certificate as a proof of status,
- partial, deceptive use of the certificate,
- arbitrary alteration of the content of the certificate,
- misleading reference to certified status, which may leads to the assumption of a wider scope, provision of misleading information, or the use of other misleading reference.

5 Use of the certification logo

5.1. The certification logo is owned by the Certifier. After a successful certification the Client has the opportunity to use the certification logo within the means off the requirements listed below. The Client is responsible for the legal compliance of using the certification logo.

5.1.1. It is prohibited to affix the certification logo on a report or certificate of laboratory testing, calibration or inspection.

5.1.2. It is forbidden to create an impression with a certification logo that any product or service has been directly certified.

5.1.3. The certification logo may only be used in accordance with the applicable standard (ISO / IEC 17021-1: 2015 Section 8.3) within the validity period of the certificate. When using the logo clear reference must be made to the Certifier and the certified system.

5.1.4. If a certification logo is used, the Client has to declare or provide supplementary information about the existence of a certified management system. Referring directly to a product, process or service as being certified is prohibited. The Client's statement on the certified management system must include followings:

- Client's identification (e.g. brand or name),
- the type of management system and marking according to the applicable standard (e.g. certified based on ISO 9001 quality management system),
- the name of the Certifier that issued the certificate.

5.1.5. Unless otherwise agreed, the logo can only be used in the specified size and colour.

5.1.6. The Client shall terminate the reference to its certified status in any advertisement, if the Certifier suspended or revoked the certificate.

5.1.7. The termination of the contract and the GTC also means the termination of the certified status, and therefore terminates the entitlement to use the certification logo.

5.1.8. In case of unauthorized use of the certification logo by the Client, the Certifier may:

- require the Client to refrain from improper use,
- claim damages,
- order the Client to make an immediate rectification and to provide proof of it,
- may go to court,
- disclose information about the unlawful use to the public, through any media channel

6 Data protection, Confidentiality

6.1. In case of contract termination- regardless how the contract was terminated- the confidentiality of the information provided to the Certifier, through documents generated during the certification, the business secrets, the copyrights, shall remain in effect for 3 years from the date of contract termination, or for the time period prescribed by applicable law.

6.2. The Parties agree that information subject to confidentiality may not be disclosed to a third party without the other Party's consent or otherwise stipulated by law. If the Certifier issues such information, it shall immediately inform the Client, unless otherwise provided by law or regulation.

6.3. The Parties shall mutually consent to the processing of the data essential for the performance of this Agreement in order to ensure the feasibility of certification. The Certifier's additional provisions for data management are listed on its website at https://certunion.com/wp-content/uploads/2018/07/CertUnionKft_OnlineAdatkezelesiTajekoztato_20180525_v1.pdf

The Client agrees that, in fulfilment of its obligations as an accredited certifier, the Certifier may upload the Certificate's data and status to the IAF CertSearch database. If the Client considers any of its data to be confidential, it may notify the Certifier with due justification and evidence.

6.4. The Client agrees that the auditing may be performed partly with using image recording tools, in order to support the collection of objective evidence on which the audit is based. If the Client does not consent to this, it shall make a separate statement at the beginning of the audit.

7 Validity

The invalidity or nullity of any of the clauses of this GTC does not affect the validity of other clauses.

8 Amendments

Present GTC may be amended unilaterally by the Certifier, but the amendment will only take effect for orders that have already been placed, if the Client does not object within 30 days after the publication of the amendment (web, e-mail and letter). In the event of an unsettled objection, the version in force at the time of the contract signing or the one effective until the date of the objection shall apply. In the event of a change in the standard, regulation or law, the Certifier shall be entitled to unilaterally amend the signed contract, if those amendments are in line with the statutory changes. The Client accepts this right of the Certifier.

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Mirtill Szabo
General Manager