

# ARIAN TUV PASARGAD

Member of TUV INTERCERT GmbH  
Group of TUV Saarland

# General Terms and Conditions

*TIC-PR-MS-01-Annex 1 Rev 0.1 –7/2019*

## **APPROVAL**

The signatures below, certify that this management system manual has been reviewed and accepted, and demonstrates that the signatories are aware of all the requirements contained herein and are committed to ensuring their provision.

Revision	Date	Provided by	Approved by	Verified by	Change Summery
<b>A</b>	July, 2019	Kourosh Azarnia	Kourosh Azarnia	Ali Pourbagher	

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- Comparative tests of certified products with products from the market, ..... 19

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The certification mark TUVmark is released:..... 19

- to organizations that successfully completed the certification process for systems or products;... 19
- Professionals who successfully passed the exams for the certification of personnel..... 19

If the positive recommendation issued by the auditor / inspector is not sufficient at the end of the audit/ examination, it is necessary that the organization / professionals are in possession of a valid certificate issued by ARIAN TUV PASARGAD. .... 19

A certificate or mark relating to a management system may only be used to promote the relevant management system..... 19

A certificate of product or mark of product may only be used to promote the certified product. .... 19

Certificates of compliance with a standard or certificates for management systems cannot be used to promote products..... 19

The certificate holder assumes full and complete responsibility for the use and the legitimacy of all statements concerning the issued certificate, certification mark or test report/ verification of a system/ product certificate and for the correct application/ publicity by his customers. In particular, in case of advertising a product/ certified system voluntarily, all advertising shall indicate the voluntary aspect as well as the standard of reference. .... 19

Except for different requests, approved in advance in writing by the certification body, the following shall apply: The reports and/ or certificates and/ or attestations certificates shall not be reproduced in part.. 20

Zoom in and out is allowed, providing there is no distortion of the structure and provided uniforms and legible. The same applies to all communication, notices, promotions, etc. prepared by the client ..... 20

organization in digital, audio or print form. .... 20

As aforementioned, reports/ certificates/ attestations issued by the certification body may be quoted only with their exact wording and in complete form, together with the date of release. The holder of the certificate/ attestation receives the right to use the certification mark under the condition and according to the rules of TUV for advertising purposes. This right is limited to the period of validity of the issued certificate / attestation. .... 20

The certification mark may not be associated or combined with any other elements, such as logos, graphics or statement) misleading and/ or leading to misinterpretation. Neither the contents nor the design of the certification mark may be modified. If the size is changed, the proportions shall remain unchanged. In particular, no text may be added to the certification mark. The use of the certification mark must not give the impression that the certified company or its employees belong to ARIAN TUV PASARGAD or acting on behalf of ARIAN TUV PASARGAD. .... 20

The role of the Certification Body as "independent third party" may not be negatively affected by the use of the certification mark. The certification mark of the product may not under any circumstances be larger

than the CE mark. The certification mark must be smaller than the name or logo of the certificate/ attestation holder and must be positioned without any possibility of misinterpretation..... 20

The holder of the certificate / attestation:..... 20

- has to meet the requirements of the certification with respect to the reference to certification in media (e.g. internet, brochures, advertising material or other documents) ..... 20
- due to suspension of the certificate, expiration, revocation or withdrawal-, must end any use of the mark; any reference to certification shall be removed from advertising activities and material. .... 20
- in case of reduction of the scope of the certification- shall withdraw advertising material reference to certification or adjust the material accordingly. .... 20
- is not allowed to make or permit any misleading statements about the certification. .... 20
- shall not use any certification documentation or parts of it in a misleading way or authorize such use. 20
- must not do or allow references so that you might think that the certification applies to activities outside the scope of certification. .... 20
- may not make or permit the use of its certification to discredit the Certification Body and/ or to mistrust certification system. .... 21
- shall not use the company logo of TUV, nor the slogan "Your qualities are your asset, we can certify them", or use the corporate design of ARIAN TUV PASARGAD..... 21

At first glance, the certification mark and the logo of ARIAN TUV PASARGAD may appear similar. Therefore, it is particularly important to note the clear difference between the certification mark and the logo. Only the certification mark of ARIAN TUV PASARGAD may be used by organizations in their advertising activities. .... 21

The certification mark is supplied in electronic form in .jpeg format. On request it can be issued in other formats. These files may not be edited and/ or counterfeit; only the original files may be used to guarantee the correctness of proportions, color and content. The content and/ or design of the ARIAN TUV PASARGAD may not be changed. .... 21

The ARIAN TUV PASARGAD certification mark may not be associated with the logo of the user. .... 21

The certification mark ARIAN TUV PASARGAD may not be combined with other elements, i.e. logo, or graphics, and may not be combined with gray background used only for the logo ARIAN TUV PASARGAD. 21

21

The certification mark may not be compressed, stretched or altered in any other form. .... 21

The colors of the certification shall not be altered in any way. .... 21

4.1. Shape and color ..... 21

The ARIAN TUV PASARGAD logo, between parentheses, is placed inside of a rectangular mark on a grey gradient background, with rounded corners, with a blue edge, joined on the right side by a blue rectangle, with rounded corners too: ..... 21

PANTONE 275 C, RGB C= 100 M= 100 Y= 38 K= 41. .... 21

The writing inside the right rectangle is white as well as the writing that determines the business line of reference of certification, in the blue rectangle integrated under the logo. The mark may also be used in grayscale: C: 20% - M: 10% - Y: 10% - K: 20% The background of the rectangle where the logo could be in white or gray. .... 21

4.2. Dimension ..... 21

The minimum reduction allowed of vertical side is 12 mm keeping the proportions. The mark is always to be reproduced on a white background. The ARIAN TUV PASARGAD logo may never be matched to the logo of accreditation body. .... 21

**4.3. Application of Mark for holders of ARIAN TUV PASARGAD certified Management Systems..... 21**

The organization shall have and - after having been certified - implement a documented procedure for the management of the procedures for reference to certification, in particular the use of the certificate and the mark; this procedure can be a separate document, specifically devoted to this subject, or it may be included in another document management system; in any case it must specify the / the function / the organization which allocated the responsibility for the management and in particular how to use the certificate and the mark in order to ensure compliance with the following requirements. .... 21

Once the management system is certified, for the entire period of validity the organization may refer to it in their technical publication and advertisement, in its correspondence, etc. Each reference shall be made correctly and, in particular, shall not lead to misinterpretation; ..... 22

- It must be clear that the certification covers only the certified management system and that it is not a product certification;..... 22
- The standard applicable to the certified management system shall be mentioned;..... 22
- It shall be clear that the certification of the management system is limited to the site/s and/ or production plant defined on the certificate; ..... 22
- The certificate number shall be mentioned;..... 22
- The site/ s and/ or plant/ s and the type of product, processes, services specified in the certificate shall be given;..... 22
- Possible exclusions of non-applicable requirements of the reference standard shall be given. .... 22

The ARIAN TUV PASARGAD mark released following a certification system may only be affixed in combination with the name or logo of the organization. Dislocation of the brand not adjacent to the name or the logo of the organization is not allowed. .... 22

The ARIAN TUV PASARGAD mark released according to a certification system may never be applied on products and primary packaging. .... 22

On primary packaging reference to the certification may be done only by the following or similar wording: "This product was made by an organization with a management system certified according to the standard XY". .... 22

On secondary packaging reference to the certification can be applied to the conditions and the prior written consent of ARUAN TUV PASARGAD; one condition may be that the brand is supported by a statement, e.g.: "This product has been made by an organization with a management system certified according to the standard XY" (or similar wording). .... 22

In addition, the ARIAN TUV PASARGAD mark may be combined with written information specifying the type of management system, ie. environment, safety, quality, information security etc., as follows: ..... 22

- company with quality management system certificate /attestation no. XYZ; ..... 22
- certificate of quality management system no. XYZ; ..... 22
- certified company since 20xx; ..... 22

and similar wording as long as it does not lead to misinterpretation as outlined at the beginning of this paragraph..... 22

If the organization is a certified laboratory, i.e. an organization showing in the management system certificate that its activities are performance of tests and/ or calibrations, it is prohibited to affix the

**ARIAN TUV PASARGAD mark on its test reports or its own calibration. Then the report in question is the "product" of the laboratory itself. .... 23**

**Technical consultants or the design department may use the following wording on deliverables (technical reports, drawings): ..... 23**

- **company with quality management system certificate / certificate no. XYZ;..... 23**
- **certificate of quality management system no. XYZ;..... 23**
- **certified company since 20xx; ..... 23**

**and similar wording, only if it does not lead to misinterpretations as outlined at the beginning of this paragraph..... 23**

**Also, if the company provides certified training courses, the ARIAN TUV PASARGAD mark may not be affixed on certificates of qualification and/ or competence certificates issued to participants. In case of reproduction of the certificate or non-appliance of the ARIAN TUV PASARGAD mark to case studies described in this paragraph, the certified organization has to contact ARIAN TUV PASARGAD for written prior approval..... 23**

**Proper use of the certificate, the ARIAN TUV PASARGAD mark and overall correct reference to certification always have to be under control during the surveillance and renewal visits. In case of non-compliance with the conditions set out above, the audit team may issue a non-compliance report in this regard; also, the misuse of the certificate may be cause for suspension of the certificate. .... 23**

**5. Complaints management ..... 23**

**The client may submit complaints against test, audit and certification decisions to the superior management of the certification body of TÜV according to the process instruction of TÜV TIC-F-MS-57 Customer Complaint/ Appeal Report. TÜV shall then present a detailed justification of the decision to the applicant. If the justification presented is not acceptable for the applicant and no agreement can be reached with the superior management of the certification body of TÜV, the legal process shall be open to the applicant. .... 23**

**6. Severability clause, written form..... 23**

**6.1. Severability clause ..... 23**

**If individual provisions of these general terms and conditions or of the test and/or certification codex are or become ineffective, or if a loophole is found in the general terms and conditions or the respective codex, the effectiveness of the remaining provisions shall not be affected. The ineffective provisions shall be replaced or the loophole filled by an appropriate provision which comes closest to what the contractual parties had intended according to the sense and purpose of these general terms and conditions or the respective codex. .... 23**

## **1. GENERAL TERMS AND CONDITIONS**

### **1.1. Area of application**

- 1.1.1. According to the respectively agreed-on objective of the contract, these general terms and conditions of ARIAN TUV PASARGAD (hereinafter referred to as TUV) shall apply towards any offers, contracts and services of TUV, in particular for:
- Certification services regarding management systems and processes,
  - Certification services regarding products as well as verifications of the compliance with European regulations and international standards,
  - TUV services and customer satisfaction analyses,
  - Further education and seminars,
  - TUV technical support,
  - Inspections,
  - Expert opinions according to international, national or specific requirements.
- 1.1.2. These general terms and conditions shall also apply to future business relations between the client and TUV even if no express reference has been made to them if they were provided to the client within the frame of a previous transaction. General terms and conditions of the client shall not become part of the contract, even if they are attached to the declarations of the client (requests for quotations, orders, offers, declarations of acceptance etc.) and not objected to.

### **1.2. Offer/ conclusion of the contract/ content of the contract**

- 1.2.1. In the sense of non-discrimination TUV concludes service contracts with all clients fulfilling the certification requirements. Type and contents of this contract depend on the relevant certification program.
- 1.2.2. Unless anything else is notified, offers of TUV: concerning the relevant contractual subject shall be unbinding until receipt of the acceptance by TUV.
- 1.2.3. The contract with TUV shall be fulfilled
- If the client accepts an offer from TUV without reservations,
  - When TUV starts the execution of the service based on the offer/ order of the client.
- 1.2.4. The scope of services to be rendered by TUV shall be based exclusively on the agreed-upon contractual agreements. Any side agreements, commitments, supplements to the contract and other declarations of employees of TUV shall only be binding if they are expressly confirmed in writing by the management or an authorized person of











- 1.2.5. . This shall also apply for modifications or the waiver of this clause.
- 1.2.6. Responsibilities and planned activities of the Certification Office in the sense of impartiality body are subject to the contracts.

### **1.3. Carrying out of the order/duties of the client to cooperate**

- 1.3.1. Unless any other express agreements are made, TUV shall carry out services according to the recognized rules of engineering and the applicable legal requirements in accordance with the procedures of TUV.  
TUV does not assume any liability for the accuracy of safety regulations or accepted concepts upon which the tests and assessments are based unless anything else is agreed upon expressly and in writing or the safety regulations and accepted concepts stem from TUV and/or were elaborated by TUV. TUV shall not be responsible for the correctness and functioning of the objects checked for technical safety unless this is the express content of the order. In particular, the construction, choice of materials and construction of the installation shall only be tested if an order directly relates to such services. TUV shall be entitled to have its services carried out by one or several sub-contractors who are carefully selected and regarded as suitable by it. TUV shall be entitled to pass on any data, information and other documents which are necessary for carrying out the services and tasks assigned to the respective subcontractor. Apart from that, point 1.10 concerning the secrecy obligation shall be applicable.
- 1.3.2. The client shall present any required documents such as drawings, plans, calculations and certifications to TUV in due time and at their own expense, obtain the required approvals and releases, provide information regarding the order at any time and make the required test preparations prior to the beginning of tests, i.e. in particular ensure access to the test objects. If the client does not fulfil such obligations despite a deadline set by TUV, the contract shall be regarded as cancelled with the expiration of such a deadline. In such a case, TUV shall be entitled to request an indemnification for non-fulfilment. The client shall also provide TUV with the typical auxiliary services without their having to be separately agreed upon in writing. Within the frame of the fulfilment of these duties to cooperate, the client shall be responsible for compliance with the legal safety regulations and the purchase of sufficient insurance unless anything else results from the nature of the order or the expressly agreed contractual agreements.
- 1.3.3. Transport of items of the clients within the frame of carrying out the order shall be made at the expense and risk of the client. Return transport of items of the clients from the business premises of TUV shall only take place if the client expressly requests it. For the storage and warehousing of items of the client's by TUV, the liability of TUV shall be limited

to the diligence TUV is accustomed to apply in their own matters. If the client does not take such items back, TUV reserves the right to dispose of them at the client's expense or to send them back to the client at the client's expense.

#### **1.4. Non-assignment clause**

Any assignment or pledging of claims to which the client is entitled within the frame of business relations with TUV shall be excluded.

#### **1.5. Deadlines, default**

- 1.5.1. The order deadlines indicated by TUV are unbinding unless their bindingness is expressly agreed upon in writing. Deadlines fixed as binding shall begin with the complete agreement of the contractual partners in all matters and regarding all conditions of the services, and end with the provision of the service by TUV.
- 1.5.2. TUV shall only be in default if the company does not render due services after the expiration of an unbinding order deadline despite an appropriate additional period of grace or warning by the client for reasons for which TUV is responsible.
- 1.5.3. If the client suffers from damages because of a service default for which TUV is responsible, such damages may only be asserted with a maximum of 5% (five) of the value of the relevant part of the order.

#### **1.6. Warranty**

- 1.6.1. The warranty of TUV shall only cover the services expressly commissioned to it.
- 1.6.2. Any warranty claims of the client shall be limited to subsequent improvement or compensation delivery claims.
- 1.6.3. Warranty claims shall fall under the statute of limitations within one year as of the contractual rendering of the service. The warranty period of one year shall also apply for immaterial work, e.g. for recommendations resulting from an expert opinion.
- 1.6.4. If the client is a businessman, merchant, legal person under public law or fund assets under public law, any possible complaints towards TUV shall be asserted in writing immediately after the defects are found. A limitation period of seven working days after the delivery of the expert opinion, test report, test result or similar shall apply. Hidden defects shall be reported immediately after identification but in any case, within the legal warranty period.

#### **1.7. Liability**

- 1.7.1. The following disclaimers and limitations of liability under the following numbers 1.7.2 to 1.7.4 shall also apply for tort claims as far as these compete with contractual claims.
- 1.7.2. TUV shall only be liable for damages for any legal cause if TUV, its legal representatives or agents and/or vicarious agents have caused such damages intentionally or with gross negligence or if TUV, its legal representatives or agents who are bodies or employees have

- violated an essential contractual obligation. In case of any violation of essential contractual obligations, TUV shall always be liable only for any damages that were contractually typical and foreseeable at the time of conclusion of the contract.
- 1.7.3. The liability of TUV shall be limited to the following amounts as per damage event:
- € 15,000,000 for personal damages,
  - € 10,000,000 for material damages and
  - € 500,000 for financial losses.
- 1.7.4. Claims for indemnification of the client shall be excluded with the exception of intention on the part of TUV or its bodies/employees unless they are asserted within a period of three months after the rejection of the claims with a corresponding note from TUV or its insurer in writing.
- 1.7.5. The contract partner shall remain liable for his products and his services despite of the certification by TUV. Numbers 3.1.6. and 3.4 of these Terms and Conditions shall be applicable.
- 1.7.6. On request of the contract partner the Certification Office shall pass to him the evidence of a valid liability insurance.

## **1.8. Limitation**

- 1.8.1. The period of limitation for claims of the client because of violations of obligations on part of TUV shall amount to one year as of the statutory beginning of limitation. This limitation provision shall, however, not apply for:
- 1.8.1.1. Claims for damages of the client due to negligent injuries to life, body or health,
  - 1.8.1.2. Claims for damages due to intentional or grossly negligent violation of obligations of TUV or its legal representatives or agents,
  - 1.8.1.3. Claims of the client due to the violation of essential contractual obligations,
  - 1.8.1.4. Claims according to the product liability law.

## **1.9. Prices/ payment conditions/ termination of contract**

- 1.9.1. For the calculation of the services of TUV, the prices that are generally valid at the time when the contract is concluded shall apply unless another price or calculation basis is expressly agreed upon in writing. The prices are net prices to which legally applicable taxes and charges will be added. These shall be separately indicated upon invoicing.
- 1.9.2. Invoices shall be due for payment immediately without any deductions unless another agreement has been made expressly. The client shall only receive a first and second warning from TUV. During default of the client, TUV shall be entitled to claim interests amounting to 8 (eight) percent above the basic interest rate of the Iranian Central Bank. The client shall be in default because of a warning or at the latest 14 days after receipt of the invoice or equal payment lists. If a fixed or fixable payment date according to the calendar is agreed upon, the client shall be in default with the expiration of such a payment

- date. If the client is a merchant, the claim shall be subject to due date interest amounting to 8 (eight) percent points above the respective basic interest rate.
- 1.9.3. Appropriate cost advantages may be requested and/or partial invoices issued in accordance with the services that have already been rendered. TUV shall be entitled to invoice an advance up to the amount of the overall costs of the audit to the client prior to or during the audit at the discretion of TUV unless anything else has been agreed upon with the client. Partial invoices do not need to be marked as such.
  - 1.9.4. Any objections to the invoices of TUV shall be notified within a limitation period of 14 working days after receipt in writing and upon indication of reasons. Otherwise, the invoice shall be regarded as acknowledged.
  - 1.9.5. The client shall bear the travel expenses occurred on the occasion of the order amounting to 15% (fifteen percent) of the net invoice amount unless anything else is agreed upon with the client. Both parties may terminate the contract within a delay of six weeks after last performance of service by TUV. TUV may terminate the contract immediately, i.e. without any delay, after effectless end of delay for requested corrective measures.
  - 1.9.6. The existing contract may only be terminated via fax message or via traditional mail. In case the client terminates the contract with TUV, the latter shall be entitled to charge an administrative fee of at least 10 % (in words: ten percent) of the total order sum. If TUV proves higher expenses till the contract termination, TUV may also charge more than 10 % of the order sum towards the client.

## **1.10. Copyright, confidentiality, data protection**

- 1.10.1. TUV shall be entitled to file copies of written documents which are provided to TUV for its activities and necessary to carry out the service.
- 1.10.2. The certification programs define ownership and copyright concerning the TUV logo and the conformity mark.
- 1.10.3. To the extent that expert opinions, test results or similar items which are subject to copyright protection are created within the frame of carrying out the order, TUV shall grant the client a simple, non-transferable right of use in these to the extent that this is necessary according to the contractually determined purpose. Additional rights are expressly not transferred; in particular, the client shall not be entitled to modify or process expert opinions, test results or similar items nor to use these outside of the business operation in any way. The employees of TUV shall not disclose or use business and trade secrets which become known to them within the frame of the exertion of activity outside of carrying out the service in an unauthorized way.

## **1.11. Place of jurisdiction, applicable law**

- 1.11.1. The place of jurisdiction for any litigations from or in connection with this contract shall be the seat of the competent certification body of TUV for both parties. The place of fulfilment

shall also be Tehran, Iran. TUV shall be entitled to sue the client also before the competent court of its business headquarters and place of residence.

- 1.11.2. Any contracts and agreements of any kind that are conducted with TUV shall exclusively be subject to the laws of the Islamic Republic of Iran.

## **2. Certification codex**

### **2.1. Framework conditions**

- 2.1.1. It is only possible to prepare test certificates regarding the basis of assessments within the frame of certification which stem from laboratories which have been accredited according to the rules of DIN EN ISO/IEC 17025 or demonstrably work according to these.
- 2.1.2. The conformity assessment body of TUV mainly carries out assessments and certifications on the basis of test and audit reports of TUV which are based on the same management system. Test reports of other test laboratories may also be consulted for assessment within the frame of certification. Test reports which shall serve as a basis for certification may not be older than one year at the time of certification, may not be older than three years in the CB procedure and must be based on currently applicable test bases.
- 2.1.3. For issuing a certificate to a client, these general terms and conditions, the test and certification procedure as well as the test shall be accepted and observed by the client for the fulfilment of the contract. If the client does not want to distribute a product to be certified in the client's own name, the client shall document under which mark of origin the product shall be placed on the market in the form of a "mark explanation".
- 2.1.4. The authorization to use a certificate shall only be valid for the holder of the certificate and for the product mentioned in the certificate, the production site mentioned in the certificate and the area of application covered by the management system. Product certificates may be limited to certain contingents or lots. A limitation of the validity of a certificate shall mainly be possible. In special cases, a certificate may be granted on certain conditions. The transfer of a certificate to a third party by the holder of the certificate shall only be possible upon involvement of the conformity assessment body of TUV (OEM or secondary certificate).
- 2.1.5. For participation in the certification system and the issuance of certificates, the holder of the certificate shall pay charges according to the valid price list of TUV unless other arrangements have been made. Moreover, license fees that are scaled according to units per year or agreed upon as a lump sum shall be paid for the follow up and archiving of the certificates as well as for the use of test labels in accordance with the valid price list of TUV unless other arrangements have been made. The conformity assessment body may determine that the charges for the certification procedure itself (certification fee) as well as the license fees have been paid prior to certification.



- 2.1.6. Tests conducted with a final expert opinion or certificates shall release the client neither from the contractual warranties for defects nor from the legal product liability or the assessment and monitoring of any foreseeable wrongful use.
- 2.1.7. The conformity assessment body of TUV reserves the right for publication of certified products and any approvals granted for management systems for information of the accrediting parties, competent authorities and authorities of the contractual states mentioned in the accord on the European Economic Area, consumers and other interested parties. For this, no separate agreement of the holder of the certificate shall be necessary. Moreover, the conformity assessment body of TUV shall be entitled to pass on the content of any certificate granted to third parties upon request or make it accessible to anybody, with the exception of information regarding the production site.
- 2.1.8. In case of changes of contractual and test bases and/or of the preconditions of certification, or if the client violates any rules of the certification system, the conformity assessment body may, at any time, cancel the certificates. In serious cases, the certificates may immediately be declared void. This shall also apply for EC conformity certificates and acknowledgements of management systems. The conformity assessment body reserves the right to publish the certificates that are declared void and withdrawn. This shall not require any approval of the former holder of such certificates.
- 2.1.9. In case of changes of the test bases and/or certification requirements, a subsequent test shall be possible/ necessary after previous coordination with the client, even if the certificate is still valid. If the client refuses such a subsequent test, the certificate will be cancelled.
- 2.1.10. Certificates shall only be issued after the client has completely paid the invoice issued by TUV.
- 2.1.11. TUV reserves the right to suspend the certification procedure if:
- the client is in default with the payment of an invoice,
  - the client does not fulfil the certification instructions or
  - the client is insolvent.

In the field of certification of management systems, TUV shall still be entitled to assert breaches of faith towards the client which are incurred because the client does not have the re-certification carried out by TUV in contrast to the order granted.

## **2.2. Types of certificates/period of validity**

- 2.2.1. Based on the positive assessment and evaluation of the test and audit reports, the certification body shall, in particular, issue the following certificates:
- TUV label accordance based on the device and product safety law,
  - Label accordance for private test labels of the test label list of TUV (e.g. design, EMC, ergonomics labels etc.),
  - Management system certificates in the unregulated area.

- 2.2.2. Conformity certificates alone shall not authorize keeping a test label of TUV. If test labels of TUV shall be kept, these must always be combined with a separate authorization for keeping such test labels.
- 2.2.3. Advertisements with the conformity certificate shall only be possible after the express written approval of the conformity assessment body has been granted.
- 2.2.4. Management system certificates shall be issued after successfully completed audits. Management system certificates confirm the relevant management standards.
- 2.2.5. The maximum validity period of certificates / attestations is usually three years for certificates / attestations of product and three years for certificates / attestations of management systems. Within the voluntary certifications field, technical specifications by organizations for standardization or by accreditation bodies may still have an impact on the maximum validity of certificates/ attestations. Within the compulsory certifications field, the maximum validity of the certificates/ attestations is governed by the relevant documents issued by appropriate authorities at national and international level. The maximum validity of the certificates/ attestations, whenever it is different from the standard validity, is explicitly indicated in the offer.

### **2.3. Rights of the holder of the certificate**

- 2.3.1. For the duration of the validity of the approval granted for keeping the test label and/or existing management system certification, the client shall be authorized:
  - a) To attach test labels released for use to the client on the client's products,
  - b) To advertise with the test labels released and shown in the certificate with regard to certain products in print matters or similar documents,
  - c) To present permits for keeping test labels and management system certificates granted within the frame of advertising measures in an unchanged form,
  - d) To advertise in brochures, business documents and printed materials referring to the management system certificate; product labeling shall not be permitted.
  - e) To use the test reports for TUV labels for the documentation of the product safety within the frame of the conformity assessment procedure,
  - f) To apply for secondary certificates or OEM certificates (Original Equipment Manufacturer) for the client's products if they are supposed to be distributed under another mark of origin or trade name - if necessary, with different type designations.
- 2.3.2. Because of the use of the TUV logo, incidental reference is made to number 5 (use of the TUV mark).

### **2.4. Obligations of the holder of the certificate**

For the valid duration of the approval granted for using the test label and/or for existing management system certificates, the client shall be obliged:

- a) To continuously monitor the production of certified products in order to ensure that the products correspond to the approved construction samples.
- b) To allow for periodically repeated inspection of the product's production or product by TUV within the frame of the approval granted for keeping the test label.
- c) To allow for annual monitoring audits by TUV within the certified management systems.
- d) To manage the product development and production under strict compliance with the management system approved by TUV.  
To observe the notes from the repeated production and product controls and monitoring audits of TUV.
- e) For the period of validity mentioned above, the client shall additionally be obliged:
- f) To announce any planned product changes to the certification body prior to implementation and to have them approved, no matter whether these changes are due to further development or the exchange of components; the continuation of the authorization to keep the test label shall depend on the result of any possible additional tests.
- g) To announce any change in the management system of the certification body.
- h) To register and archive any complaints relating to the product which become known from the market or third parties, to present them to the certification body upon request, and to render information on the measures taken.
- i) To announce any intended relocation of the assessed production sites or the planned transfer of the company to another company or another company owner to the certification body in due time. In case of a change of the company's name, change of address or of the legal form, a new general contract shall be concluded and the certificates shall be changed accordingly subject to a charge.
- j) To accept the liabilities regarding production control measures stipulated in the device and product safety laws.
- k) To conclude a contractual agreement regarding the compliance with preconditions which must be observed for the production of the product and which includes the acceptance of required inspection measures with the manufacturer if the client, as the holder of the certificate, is not the manufacturer of the product.
- l) To immediately remedy any identified safety defects of products which dispose of a CE marking or test label of TUV based on a later construction sample certificate, and to take suitable measures for minimizing damages in the market. In any case, the client shall immediately stop release of faulty products to the market and notify the certification body.
- m) To independently fulfil the client's obligations to inform the authorities as the manufacturer or marketer regardless of certification, or have this done by an agent.
- n) To allow for witness audits of the accrediting party of TUV in the client's operating facilities and those of sub-contractors; the client shall accordingly oblige the sub-contractors.

- o) To determine a new type designation in case of changes to a certified product for the changed product if this shall also be certified.
- p) To accept that TUV may pass on information regarding certification which become known because of legal or official obligations to inform, and that information, documents etc. relating to the contract with the client, as well as to the object of the contract, may be passed on to the accrediting party upon request by TUV. This shall refer in particular to information regarding the carrying out of audits, the granting and withdrawal of approvals, confirmations, certificates, etc., and any events and measures for the protection against risks in the direct or indirect connection with tested products and/or management systems. TUV reserves the right to invoice any costs incurred in connection with the clarification of such incidents to the client according to the expenses.
- q) To keep records of complaints regarding the conformity of a product according to the requirements of the respective standard and to take appropriate measures regarding such complaints as well as any defects found with products or services which affect the fulfilment of certification requirements, and to document the measures carried out and report them to the certification body. Upon request of the certification body, the client shall make the records of complaints and defects as well as the measures taken for removal accessible to the certification body.

## **2.5. Restrictions, suspensions, expiration, cancellations of certificates, attestation, conformity certificates**

The Certification Office shall take appropriate measures in case non-conformity with certification requirements is proved. This proof may be the result of surveillance or with other means. Appropriate measures may be restriction, suspension, declaration of expiration or cancellation of certificates, attestation or conformity certificate. Restriction shall hereinafter refer to the restriction of the original area of application of the certificate. Suspension shall refer to the timely limited invalidity of the certificate for three months.

### **2.5.1. Certificates shall expire if:**

- a) The period of validity indicated in the certificate has expired and no extension has taken place; extensions of certificates shall be possible if the provisions taken as a basis upon certification are still correct and the regular inspection measures were positive.
- b) The holder of the certificate terminates the order or waives the right to keep individual approvals or test labels and notifies this in writing in consideration of the periods of termination of the certification body.
- c) The holder of the certificate becomes insolvent or an application for bankruptcy proceedings against the holder is rejected for lack of assets.

- d) The certification body terminates the certificate with a maximum period of six months because of changed accreditation regulations and/or test bases or changed use of the product.

2.5.2. The certificates may be restricted, suspended or declared void and withdrawn with immediate effect if:

- a) The product placed on the market no longer corresponds to the approved construction sample and/or presents a danger for the end user or third parties.
- b) Products which are manufactured within the frame of an approved management system present a danger to end users or third parties.
- c) Facts which would have been opposed to certification have not been seen, not been seen and assessed correctly, or have not been perceivable at the time of the test or audit. This shall, for example, also include a wrongful classification of products in certain risk classes or classification according to types of intended use.
- d) Product or system defects which are subsequently identified within the frame of repeated monitoring, market controls or otherwise are not remedied by the holder of the certificate within an appropriate period of time.
- e) The holder of the certificate does not have the repeated monitoring measures stipulated in the device and product safety law, accrediting provisions, EC guidelines or test and certification rules of TUV or impedes or restricts their proper implementation.
- f) Certificates or copies of certificates are changed and thus counterfeited.
- g) Existing authorizations for the use of test labels are also used for products that are not approved or not entered in the management system and thus a misuse of the label takes place which withdraws the basis for trustful cooperation.
- h) Test reports, certificates or test labels are advertised in a deceptive or otherwise inadmissible way.
- i) It is demonstrated that the certified product has undisputedly or demonstrably been plagiarized.
- j) Charges due for certifications, licenses and/or tests carried out in advance are not paid by the holder of the certificate after receiving warning within the granted period. If the charges relate to several certificates, the certification
- k) body shall decide which certificates such measures shall apply to.

If the main certificate holder loses the validity of the certificates, TUV shall reserve the right to suspend the validity of the OEM and co-licenses.

2.5.3. Prior to the announcement of the restriction, suspension or invalidity of a certificate, the certification body shall grant the client the possibility to explain the client's position unless such a hearing is unreasonable because of the urgency of the measures to be taken.

- 2.5.4. The holder of the certificate shall automatically lose the right to provide the products indicated in the certificate with test labels of TUV or to use these for products which are concerned with restriction or suspension, which have expired at a certain point in time because of termination, or have spontaneously been declared void. In case of cancellation or expiration, the certificate shall be returned to the certification body as the original.
- 2.5.5. The certification body shall publish restrictions, suspensions, cancellations and withdrawals of product and management system certificates. In particular, the body shall pass on the name and address of the client, the type of violation and/or reason for cancellation, if necessary, information on the product, etc., to the relevant competent federal body, the supervisory authorities, the accrediting authorities, other “approved authorities” and “appointed authorities” and approved authorities within the frame of violations. This shall also apply if the withdrawal of the certificate is based on the fact that it has been plagiarized.
- 2.5.6. The certification body shall not be liable for disadvantages the client suffers in connection with the non-granting, restriction or suspension as well as the expiration, cancellation and withdrawal of a certificate.
- 2.5.7. Certificates, attestations and conformity declarations may be brought into force by the Certification Office again if the certification owner applies in written form to prolonged the validity or re-activation of the certificate.
- 2.5.7.1. The owner of the certificate shall explain to the Certification Office the reasons for prolongation of the validity or re-activation in written form. The certification owner has to pass relevant documentation explaining sufficiently and reasonably the settling of restriction, suspension, expiration and cancellation of the certificates, attestations and conformity declarations. The Certification Office shall give a written decision to the certification owner concerning his application after careful assessment. In case of suspension of the certificate the delay for application by the certification owner shall be three months. In case the reason for cancellation is not corrected, the certificate, the attestation or the conformity declaration shall be definitely and completely cancelled.
- 2.5.7.2. In case the Certification Office brings the certification into force again, it shall alter all formal certification documents, public information, permission for usage of mark etc. It shall take care that all relevant information that the product is still certified exist.
- 2.5.7.3. In case of restriction of the certification validity as condition for the re-activation, the Certification Office shall alter all formal certification documents, public information, permissions for usage of the mark etc. and makes sure that the contract partner is informed completely and comprehensively about the restricted scope of application of the certificate and that the restricted scope of application is clearly defined in the certification documentation and in public information.

## **2.6. License fees**

- 2.6.1. For the authorization to use test labels, approved management systems and TUV conformity certificates in connection with the certificate code number for the TUV mark, a license fee shall be paid. The license fee shall, at the same time, also cover the information of the holder of the certificate regarding changes of test bases regarding the relevant certified product or management system.
- 2.6.2. The amount of the license fee shall depend on the type of certificate and shall be due annually at the beginning of a calendar year. License fees shall be due for the first time when the certificate is granted. License fees for test label certificates which are issued after July 1st shall only be calculated for half the current year. If test label certificates are issued in the fourth quarter, the license fee shall only amount to 25% for the current year.
- 2.6.3. License fees for test labels shall be calculated for the first time in the year following the granting of the certificate.
- 2.6.4. Changes or terminations which shall be considered for the calculation of license fees in the following year shall be notified to TUV until November 15th of the current year. For certificates terminated during the year, no proportionate reimbursement of license fees shall be made.

## **2.7. Production site visits/ follow up audits**

- 2.7.1. Product Certification
  - 2.7.1.1. For ensuring and maintaining an equal product quality of the certified products, TUV shall regularly carry out surveillance audits of the production sites or products to be certified. In typical cases, surveillance audits shall take place once a year.
  - 2.7.1.2. If the certification body gets to know product-specific information of third parties or any other noticeable problems during the visit to the production site, the certification body may reduce the surveillance intervals. In special cases, the certification body may specify a goods control check prior to first shipment.
  - 2.7.1.3. Moreover, TUV may, at any time, inspect the products, production sites and warehouses indicated in the certificate without previous announcement (in case of foreign holders of certificates also the warehouses of importers or the German authorized parties and subsidiaries). TUV may take products for which a certificate has been granted for inspection free of charge and also carry out tests in production sites and warehouses.
  - 2.7.1.4. In exceptional cases, a product test may be realized with a test sample which is representative for serial production instead of the repeated production site inspection for assurance of equal quality. In such a case, a lot-related certificate shall be issued for the respective product. TUV shall be entitled to commission independent and suitable authorities to realize the follow up audits on behalf of TUV.
- 2.7.2. Management systems



For maintaining management system certificates, follow up audits – usually in annual intervals – are required, during which the efficiency of the management system is checked with random samples in the defined areas of application. For extension of a management system certificate after a term of three years, a comprehensive re-certification shall be a precondition. An extraordinary audit shall be possible if considerable doubts regarding the efficiency of the certified management system have been raised. This shall, in particular, be the case if it is found that faulty products have been placed on the market or plagiarism has taken place.

#### 2.7.3. Costs of TUV services

2.7.3.1. The costs for carrying out monitoring tests, goods control tests and follow up and repetitive audits of management systems shall be invoiced to the holders of the certificates.

2.7.3.2. The costs for the coordination of production site follow up and brand follow up shall be invoiced on an annual basis together with the license fees.

2.7.3.3. For regularly planned inspections of the production sites, the prices indicated in the respective offer shall be invoiced.

2.7.3.4. In addition, subsequent inspections which become necessary because of defects found during the follow up of the production site or during goods control checks shall be invoiced according to expenses:

- a) First inspection of production sites or repetitive production site monitoring in which the client requests a certain expert, or for which the client determines the time,
- b) Additional subsequent inspections which become necessary due to defects found within the frame of the follow up of the production site.

If the client spontaneously cancels an agreed inspection date, i.e. up to one week in advance, the applicable fixed price or a lump sum for costs that have already been incurred shall be invoiced.

### 3. Violations of the test/certification codex

3.1. The certification body shall be entitled to request a contractual penalty of an appropriate amount up to 300,000. - € (in words: three hundred thousand euros) for any violation by the holder of the certificate in case of culpable violations against the test and/or certification codex by the client in addition to the cancellation of the certificate.

This shall, in particular, apply:

- In case of unlawful use of test labels,
- In case of inadmissible advertisements with test labels or
- In case of violations against conformity certificates of TUV.



- 3.2. Moreover, TUV shall be entitled to claim a contractual penalty of an appropriate amount if a test order is demonstrably interrupted because of demonstrable plagiarism.
- 3.3. In addition, the certification body reserves the right to terminate the general contract without any period of notice with immediate effect and to cancel additional certificates of the client as soon as TUV considers its trust in the observance and reliability of the client as damaged because of a violation by the client against the test and certification rules. If it is found that the product presented for testing has demonstrably been plagiarized, product certification shall no longer be possible.
- 3.4. If the client does not fulfill the obligations resulting from the certificate, the certification body may take corresponding measures. These shall, for example, include:
- Information of users for minimizing damages on the market and
  - Notification of the supervisory and accrediting authorities.
- 3.5. TUV reserves the right to request reimbursement from the client for expenses incurred because of violation of the test and certification rules by the client. Such expenses shall, for example, include costs for:
- Comparative tests of certified products with products from the market,
  - Necessary research,
  - Visits to production sites, shipment checks, inspection of stock and any other measures TUV regards necessary.
- The costs incurred for such measures shall be calculated according to expenses by TUV.
- 3.6. TUV is obliged to take appropriate measures in case of false reference to the certification system or misleading usage of permissions, certificates, marks or other mechanisms indicating a certified product and made public or circulated in which way so ever.

#### **4. Use of the ARIAN TUV PASARGAD Mark (TUVmark)/ use of the certification mark**

The certification mark TUVmark is released:

- to organizations that successfully completed the certification process for systems or products;
- Professionals who successfully passed the exams for the certification of personnel.

If the positive recommendation issued by the auditor / inspector is not sufficient at the end of the audit/ examination, it is necessary that the organization / professionals are in possession of a valid certificate issued by ARIAN TUV PASARGAD.

A certificate or mark relating to a management system may only be used to promote the relevant management system.

A certificate of product or mark of product may only be used to promote the certified product.

Certificates of compliance with a standard or certificates for management systems cannot be used to promote products.

The certificate holder assumes full and complete responsibility for the use and the legitimacy of all statements concerning the issued certificate, certification mark or test report/ verification of a

system/ product certificate and for the correct application/ publicity by his customers. In particular, in case of advertising a product/ certified system voluntarily, all advertising shall indicate the voluntary aspect as well as the standard of reference.

Except for different requests, approved in advance in writing by the certification body, the following shall apply: The reports and/ or certificates and/ or attestations certificates shall not be reproduced in part.

Zoom in and out is allowed, providing there is no distortion of the structure and provided uniforms and legible. The same applies to all communication, notices, promotions, etc. prepared by the client organization in digital, audio or print form.

As aforementioned, reports/ certificates/ attestations issued by the certification body may be quoted only with their exact wording and in complete form, together with the date of release. The holder of the certificate/ attestation receives the right to use the certification mark under the condition and according to the rules of TUV for advertising purposes. This right is limited to the period of validity of the issued certificate / attestation.

The certification mark may not be associated or combined with any other elements, such as logos, graphics or statement) misleading and/ or leading to misinterpretation. Neither the contents nor the design of the certification mark may be modified. If the size is changed, the proportions shall remain unchanged. In particular, no text may be added to the certification mark. The use of the certification mark must not give the impression that the certified company or its employees belong to ARIAN TUV PASARGAD or acting on behalf of ARIAN TUV PASARGAD.

The role of the Certification Body as "independent third party" may not be negatively affected by the use of the certification mark. The certification mark of the product may not under any circumstances be larger than the CE mark. The certification mark must be smaller than the name or logo of the certificate/ attestation holder and must be positioned without any possibility of misinterpretation.

The holder of the certificate / attestation:

- has to meet the requirements of the certification with respect to the reference to certification in media (e.g. internet, brochures, advertising material or other documents)
- due to suspension of the certificate, expiration, revocation or withdrawal-, must end any use of the mark; any reference to certification shall be removed from advertising activities and material.
- in case of reduction of the scope of the certification- shall withdraw advertising material reference to certification or adjust the material accordingly.
- is not allowed to make or permit any misleading statements about the certification.
- shall not use any certification documentation or parts of it in a misleading way or authorize such use.
- must not do or allow references so that you might think that the certification applies to activities outside the scope of certification.

- may not make or permit the use of its certification to discredit the Certification Body and/ or to mistrust certification system.
- shall not use the company logo of TUV, nor the slogan "Your qualities are your asset, we can certify them", or use the corporate design of ARIAN TUV PASARGAD.

At first glance, the certification mark and the logo of ARIAN TUV PASARGAD may appear similar. Therefore, it is particularly important to note the clear difference between the certification mark and the logo. Only the certification mark of ARIAN TUV PASARGAD may be used by organizations in their advertising activities.

The certification mark is supplied in electronic form in .jpeg format. On request it can be issued in other formats. These files may not be edited and/ or counterfeit; only the original files may be used to guarantee the correctness of proportions, color and content. The content and/ or design of the ARIAN TUV PASARGAD may not be changed.

The ARIAN TUV PASARGAD certification mark may not be associated with the logo of the user. The certification mark ARIAN TUV PASARGAD may not be combined with other elements, i.e. logo, or graphics, and may not be combined with gray background used only for the logo ARIAN TUV PASARGAD.

The certification mark may not be compressed, stretched or altered in any other form.

The colors of the certification shall not be altered in any way.

#### **4.1. Shape and color**

The ARIAN TUV PASARGAD logo, between parentheses, is placed inside of a rectangular mark on a grey gradient background, with rounded corners, with a blue edge, joined on the right side by a blue rectangle, with rounded corners too:

PANTONE 275 C,

RGB C= 100 M= 100 Y= 38 K= 41.

The writing inside the right rectangle is white as well as the writing that determines the business line of reference of certification, in the blue rectangle integrated under the logo. The mark may also be used in grayscale:

C: 20% - M: 10% - Y: 10% - K: 20%

The background of the rectangle where the logo could be in white or gray.

#### **4.2. Dimension**

The minimum reduction allowed of vertical side is 12 mm keeping the proportions. The mark is always to be reproduced on a white background. The ARIAN TUV PASARGAD logo may never be matched to the logo of accreditation body.

#### **4.3. Application of Mark for holders of ARIAN TUV PASARGAD certified Management Systems**

The organization shall have and - after having been certified - implement a documented procedure for the management of the procedures for reference to certification, in particular the use of the certificate and the mark; this procedure can be a separate document, specifically devoted to this

subject, or it may be included in another document management system; in any case it must specify the / the function / the organization which allocated the responsibility for the management and in particular how to use the certificate and the mark in order to ensure compliance with the following requirements.

Once the management system is certified, for the entire period of validity the organization may refer to it in their technical publication and advertisement, in its correspondence, etc. Each reference shall be made correctly and, in particular, shall not lead to misinterpretation;

- It must be clear that the certification covers only the certified management system and that it is not a product certification;
- The standard applicable to the certified management system shall be mentioned;
- It shall be clear that the certification of the management system is limited to the site/s and/ or production plant defined on the certificate;
- The certificate number shall be mentioned;
- The site/ s and/ or plant/ s and the type of product, processes, services specified in the certificate shall be given;
- Possible exclusions of non-applicable requirements of the reference standard shall be given.

The ARIAN TUV PASARGAD mark released following a certification system may only be affixed in combination with the name or logo of the organization. Dislocation of the brand not adjacent to the name or the logo of the organization is not allowed.

The ARIAN TUV PASARGAD mark released according to a certification system may never be applied on products and primary packaging.

On primary packaging reference to the certification may be done only by the following or similar wording: "This product was made by an organization with a management system certified according to the standard XY".

On secondary packaging reference to the certification can be applied to the conditions and the prior written consent of ARUAN TUV PASARGAD; one condition may be that the brand is supported by a statement, e.g.: "This product has been made by an organization with a management system certified according to the standard XY" (or similar wording).

In addition, the ARIAN TUV PASARGAD mark may be combined with written information specifying the type of management system, ie. environment, safety, quality, information security etc., as follows:

- company with quality management system certificate /attestation no. XYZ;
- certificate of quality management system no. XYZ;
- certified company since 20xx;

and similar wording as long as it does not lead to misinterpretation as outlined at the beginning of this paragraph.

If the organization is a certified laboratory, i.e. an organization showing in the management system certificate that its activities are performance of tests and/ or calibrations, it is prohibited to affix the ARIAN TUV PASARGAD mark on its test reports or its own calibration. Then the report in question is the "product" of the laboratory itself.

Technical consultants or the design department may use the following wording on deliverables (technical reports, drawings):

- company with quality management system certificate / certificate no. XYZ;
- certificate of quality management system no. XYZ;
- certified company since 20xx;

and similar wording, only if it does not lead to misinterpretations as outlined at the beginning of this paragraph.

Also, if the company provides certified training courses, the ARIAN TUV PASARGAD mark may not be affixed on certificates of qualification and/ or competence certificates issued to participants. In case of reproduction of the certificate or non-appliance of the ARIAN TUV PASARGAD mark to case studies described in this paragraph, the certified organization has to contact ARIAN TUV PASARGAD for written prior approval.

Proper use of the certificate, the ARIAN TUV PASARGAD mark and overall correct reference to certification always have to be under control during the surveillance and renewal visits. In case of non-compliance with the conditions set out above, the audit team may issue a non-compliance report in this regard; also, the misuse of the certificate may be cause for suspension of the certificate.

## **5. Complaints management**

The client may submit complaints against test, audit and certification decisions to the superior management of the certification body of TÜV according to the process instruction of TÜV TIC-F-MS-57 Customer Complaint/ Appeal Report. TÜV shall then present a detailed justification of the decision to the applicant. If the justification presented is not acceptable for the applicant and no agreement can be reached with the superior management of the certification body of TÜV, the legal process shall be open to the applicant.

## **6. Severability clause, written form**

### **6.1. Severability clause**

If individual provisions of these general terms and conditions or of the test and/or certification codex are or become ineffective, or if a loophole is found in the general terms and conditions or the respective codex, the effectiveness of the remaining provisions shall not be affected. The ineffective provisions shall be replaced or the loophole filled by an appropriate provision which comes closest to what the contractual parties had intended according to the sense and purpose of these general terms and conditions or the respective codex.

## **6.2. Written form**

Modifications and supplements of these general terms and conditions and the provisions of the test/certification codex must be in writing. This shall also apply to the waiver of this written form requirement.

