



Auto Service

Mehr Wert.
Mehr Vertrauen.

Conditions for conducting accredited activities by the Inspection Body Conformity Assessment of TÜV SÜD Auto Service GmbH

Munich,
18.08.2023

Our signs:
AS-SLG-ACAB

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Preamble

This document describes the relevant requirements and refers to the specific interpretation of DIN EN ISO/IEC 17020:2012 by the Inspection Body Conformity Assessment (IBCA). It serves as a binding attachment for contract documents for the performance of accredited activities by the IBCA.

TÜV SÜD Auto Service GmbH is a technical service designated by the approval authorities KBA, SNCH, NSAI, VCA, RDW, STA, VSCC and the Australian Government.

In addition, TÜV SÜD Auto Service GmbH is accredited by DAkkS according to DIN EN ISO/IEC 17020. As a result and due to our high compliance requirements for ourselves, TÜV SÜD Auto Service GmbH is confirmed as a conformity assessment body type A for the scope in accordance with the document annex and guarantees the required independence and objectivity. See also:

Accreditation body:	Deutsche Akkreditierungsstelle GmbH
Accreditation number:	D-IS-11254-02-00
Valid:	10.06.2022
Appendix to documents:	https://www.dakks.de/files/data/as/pdf/D-IS-11254-02-00.pdf

1. General conditions

1.1. Validity of the conditions

The conditions described in this document apply to inspections (audits and assessments) conducted within the requirements of DIN EN ISO/IEC 17020:2012 accreditation.

The IBCA's range of services is divided into inspection programs for document reviews, potential analyses, audits and assessments. A brief description of the respective inspection program can be provided upon request.

The current versions of the conditions for carrying out accredited activities can be found on the website <https://www.tuvsud.com/auto-service-informationen>.

* The male form is used exclusively for reasons of simplification but addresses persons of all genders equally.



2. Special conditions

IBCA reserves the right to not or not complete orders in individual cases if they conflict with the TÜV SÜD “Code of Conduct” or conflict with legal requirements. The “Code of Conduct” is available on the German website of TÜV SÜD at <https://www.tuvsud.com/en/about-us/code-of-ethics>.

3. Conditions of Accreditation

3.1. *Ensuring impartiality and independence*

The inspections referred to in Chapter 1.1 shall not be conducted in conjunction with consulting or development services, as this no longer ensures the impartiality and independence of the inspection body.

If a threat to impartiality or independence arises during the execution of the contract, this shall be communicated and assessed between the parties. An identified risk entitles the IBCA to extraordinary termination.

3.2. *Ensuring qualification/competence*

The inspection body shall maintain a procedure for the qualification and maintenance of the competence of its inspectors.

Responsible inspectors have at least 5 years of professional experience in the relevant field of work.

3.3. *Witness Audits by the DAkkS*

Deutsche Akkreditierungsstelle GmbH (DAkkS) monitors the activities of the IBCA and reserves the right to subject the inspectors of the IBCA to a Witness audit during the performance of the inspections.

This may require that a Witness audit be conducted at the client’s facility. In this case, the client guarantees to the IBCA the possibility to conduct the Witness Audit by DAkkS and ensures that auditors/observers of DAkkS can participate in Witness audits at the premises of the client or its supplier.

In this case, the accreditation body shall not interfere with the course of the inspection and shall not interfere with the client’s operations. Secrecy and confidentiality are guaranteed.

For activities of IBCA in the context of the designation of TÜV SÜD Auto Service GmbH as a technical service, the same applies to the approval authorities.



3.4. Changes to the accreditation-related conditions

In the event of changes to the accreditation-related requirements or the legal requirements associated with accreditation, the IBCA reserves the right to make adjustments to these Terms with effect for the future. In this case, IBCA will inform the customer of these changes. In this case, the customer has the right to terminate the contractual relationship with the IBCA in compliance with a period of one month after receipt of the information about the change. Termination requires the text form (e-mail).

3.5. Basis of activity and delivery item

The basis of an accredited activity is the examination against a legal requirement, regulation or standard. Compliance with best practices can only be verified in the application, i. e. in connection with a legal requirement, regulation or standard, in the sense of an inspection.

The delivery item of an inspection is a checklist and a report (which may be included in the checklist or summarizes the results of several checklists).

Before the start of the accredited activities, the client shall show the structure of its documentation in relation to the test object, measured by the test basis and the work products defined therein (e. g. as a document tree or document list with reference to the test basis). This serves the preparation and completeness check against the required documented information of the test basis. For this purpose, the inspection body of TÜV SÜD Auto Service GmbH provides a template on request and offers a workshop in order to achieve a mutual understanding of the assignment.

3.6. Confidentiality

All inquiries and orders from customers are treated confidentially by TÜV SÜD Auto Service GmbH and classified as at least “confidential” according to ISO 27001 or “Info High” according to TISAX.

TÜV SÜD Auto Service GmbH also has a TISAX certification at the IBCA site and also guarantees compliance with the confidentiality and confidentiality of information and data of its customers by maintaining the certification.

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At the beginning of the accredited activities, a list with contact persons of the customer and TÜV SÜD Auto Service GmbH is passed on.

An exchange platform is used for data exchange. This can be provided by the client or by the Inspection Body of TÜV SÜD Auto Service GmbH. The exchange platform of TÜV SÜD Auto Service GmbH is subject to the requirements of information and data protection according to the classification of the project (e.g., “Info High” according to TISAX or “strictly confidential” according to ISO 27001).



In order to maintain accreditation by the DAkkS or to designate an approval authority, it may be necessary to disclose information to the respective body on the inspection activities including the information of the contracting authority. In this case, the Accreditation Bodies Act (AkkStelleG), in particular Section 4(1), second sentence of the AkkStelleG, obliges DAkkS to protect the confidentiality of trade secrets it has become aware of against third parties. In particular, pursuant to Article 8(4) of Regulation (EC) No 765/2008, DAkkS must take appropriate precautions to ensure the confidentiality of the information received.

All other information about customers, inspected products and systems is subject to the obligation of confidentiality, unless such information is disclosed at the order of a court, an authorized body or is otherwise legally or strictly necessary for the inspection procedure.

This confidentiality obligation applies equally to all employees and vicarious agents of the IBCA.

3.7. Retention

Digital information (the test objects) and relevant accompanying documents are provided for the inspection body's audit. The transfer of the documents is required so that the inspection body can fulfil its obligation to prove to the accreditation body in accordance with DIN EN ISO/IEC 17020:2012.

Alternatively, upon mere inspection of the documents, the following conditions are contractually agreed:

- For product inspections: audit-proof storage of documents for a time period that results from the limitation period for product liability (3 years) considering the last part/spare part put into circulation, the operating lifetime and a grace period (extended period during which court proceedings for the subject take place).
For example, at 5 years production time, 15 years operating lifetime, further 10 years spare part production (as time period for putting parts into circulation), extended by 3 years limitation period and assumed 2 years grace period, this results in 35 years.
- For management system and process inspections, if these are not inspected together with a product: audit-proof storage of documents for 10 years.
- Unrestricted access to documents for the inspection body of TÜV SÜD Auto Service GmbH and the responsible accreditation body.

Further legal provisions remain unaffected.

After completion of the legally defined retention periods, TÜV SÜD Auto Service GmbH reserves the right to delete it. If the customer wishes to have a longer retention period, he must notify this in writing.



3.8. Discontinuation of an assessment

There may be the following reasons for discontinuing an assessment:

- The customer wishes to cancel the assessment.
- The customer refuses access to premises, facilities or documents relevant to the accredited activity, so that an assessment is not possible. If access is denied only for individual parts, this does not immediately justify an abortion. Rather, the failed parts are documented in the report.
- The behavior of the customer's staff towards the reviewer is unacceptable. This includes insulting or deceiving the reviewer. This does not refer to content discussions, e. g. on the findings of the reviewer.
- The assessment started leads to the realization that the customer does not meet the essential requirements. The deviations in terms of number and significance/heavy assume an extent where a subsequent document review and/or post-assessment is insufficient and a complete new assessment is required. The occurrence of several critical deviations does not necessarily justify the termination of an assessment.

4. Validity period and reference to the test basis

In any event, due to his obligations as a manufacturer or importer, the manufacturer must first declare the conformity of his product or service with the essential safety requirements and provide the inspection body with all the documents and specifications necessary to enable an independent third-party verification.

4.1. Examination of directives and regulations

Inspection reports and certificates in accordance with Directives and Regulations shall always refer to the current status of the respective Directive or Regulation at the time of their issuance, unless explicitly stated otherwise.

4.2. Testing against standards

Inspection reports and certificates according to standards always refer to the explicitly stated status of the respective standard.

The statement of inspection reports and certificates applies only to the configuration specified on the respective document and at the specified time of the test. In addition, no further statement can be derived. In particular, changes to the inspection objects are not recorded after the specified date.



5. Granting of rights of use

5.1. Use of test reports and inspection reports

Unless the inspection body has expressly consented in advance in text form or which provides for the use of the inspection report (classification as “public”) or the order, or disclosure is necessary on the basis of legal, regulatory or accreditation requirements, reports may not be published/reproduced in part or in full, in particular for advertising purposes.

If reports are used for advertising purposes with the consent of the inspection body, no statements or interpretations that go beyond their actual content, in particular any false or misleading statements or interpretations, may not be added/addressed to the reports. The customer must at all times ensure that the statements of the reports are reproduced correctly and unadulterated.

This applies in particular to all communication measures initiated by the customer, advertisements, certificates, communications, sales documents, etc. in digital media, audio contributions or print media.

Where reports from the inspection body are used in accordance with the above procedure, they may only be used with unchanged and complete text, indicating the date of issue.

However, reports may in no case be used to claim or imply that TÜV SÜD particularly recommends the customer, his product or system.

5.2. Use of inspection certificates

As deliverable for the scope of work, an inspection report is always written.

Upon request, if the overall result is positive, inspection certificates can be issued in paper form and/or in digital form with the DAkkS logo. In addition, these can be listed on request in the certificate database of TÜV SÜD at <https://www.tuvsud.com/en/services/product-certification/ps-cert>.

The right to use the inspection certificates in the unaltered state is granted to the client. The conditions for the use of the TÜV SÜD logo and the DAkkS logo (see chapter 5.4.2) must be complied with.

Based on the execution of an inspection, the client is not accredited by the DAkkS. The DAkkS accreditation of the IBCA remains with TÜV SÜD Auto Service GmbH.

Inspection reports containing only results not covered by accreditation shall not include the symbol or any other reference to the status of accredited body.

5.3. Obligation to provide information before press releases

If the customer plans to mention an IBCA inspection service in a press release, in particular in specialist articles or social media posts, the press office of TÜV SÜD AG (presse@tuvsud.com) must be informed as early as possible.



The prior written consent of TÜV SÜD Auto Service GmbH is required for such mentioning.

5.4. Dealing with logos

5.4.1. Handling of TÜV SÜD logo

In principle, in connection with an inspection by TÜV SÜD Auto Service GmbH, the customer is **not** entitled to use the TÜV SÜD logo for advertising purposes or a product identification.

An exception is the use of an issued inspection certificate or an inspection report including installations with TÜV SÜD logo in accordance with the user agreement (see clause 5).

5.4.2. Handling of DAkkS logo

The rules for accredited conformity assessment bodies for the use of the accreditation certificate, the accreditation symbol of the German Accreditation Body GmbH and other references to the accreditation are summarized under the 71 SD 0011 at DAkkS.

In particular, the following provisions apply:

The symbol may not be used in such a way as to explain, imply or indicate that the DAkkS assumes responsibility for the accuracy of the test or inspection results or certification decisions that are the subject of the accreditation. Furthermore, no use is permitted that declares, implies or indicates that the DAkkS permits a calibrated device, test or inspection object or product, management system or person, or indicates that the product, management system or person has been approved by the DAkkS.

Therefore, upon receipt of an inspection report or a DAkkS logo certificate, the client may not use the DAkkS logo or the DAkkS logo adapted to the IBCA.

Regardless of this, the client can maintain its own accreditations.

Where IBCA inspection certificates are used for advertising purposes, the contracting authority shall ensure that it is clearly and comprehensibly described, that the accreditation is held by the IBCA and not by the contracting authority, and that the use of the DAkkS logo relates only to services covered by the accreditation and which are clearly and unambiguously linked to them. In doing so, textual versions must also be avoided, which may be misunderstood or unjustified in this way or suggest that the client itself is the holder of the accreditation. The certificate of inspection may only be used in full and not in parts for the purpose of advertising.

In case of a violation of these conditions or incorrect use, the IBCA threatens to withdrawal of the accreditation by DAkkS, thereby also taking appropriate measures with regard to the related information in communication media.



6. Restriction or revocation of reports and certificates

A restriction or withdrawal of inspection reports and certificates may be made if:

- risks that were still unknown at the time of the inspection are subsequently identified,
- the contracting authority violates the conditions for accredited activities,
- the contracting authority makes inaccurate information to the IBCA or conceals important facts relevant to the inspection, or
- if the IBCA's storage and access to the stored documents is not available.

7. Complaints

Complaints should be addressed directly to the IBCA at ib-fusa@tuvsud.com. The inspection body has documented procedures for dealing with complaints. A description of the procedures is available on request.

Costs arising from the evaluation of an unauthorized complaint may be charged to the customer.

Incoming complaints from third parties will be evaluated by the IBCA and, if justified, forwarded to the customer concerned within a reasonable period of time.

8. Environmental management and occupational health and safety

TÜV SÜD Auto Service GmbH maintains an environmental management system according to ISO 14001:2015 as well as a management system for occupational health and safety according to ISO 45001:2018. This also includes requirements for occupational health and safety protection when working at the customer.

Where on-site activities (e.g., audits or inspections) of TÜV SÜD personnel require personal protective equipment, TÜV SÜD and the client must coordinate who makes them available before each visit.

9. Violations of the conditions

TÜV SÜD Auto Service GmbH is entitled to demand a contractual penalty of up to EUR 50.000 for each individual case of a culpable violation of these terms and conditions for accredited activities. The same applies if inadmissible advertising is conducted or a logo with the name or number of the accredited body is misused.

Furthermore, TÜV SÜD Auto Service GmbH is entitled to charge any costs or expenses incurred as a result of a legitimate restriction or a legitimate revocation of an inspection certificate.

This also applies in particular if the IBCA acts on the initiative of a supervisory authority or on account of any other information and if this reason proves to be justified.



The assertion of claims for damages in excess of the amount of the contractual penalty incurred remains unaffected, whereby the contractual penalty is offset against the actual damage in the event of the assertion.

9.1. Consequences of Inadmissible Use

Should TÜV SÜD Auto Service GmbH be taken into recourse by third parties due to the use of an inspection certificate or an inspection report by the customer in violation of the contract, the customer is obliged to indemnify TÜV SÜD Auto Service GmbH from all claims of third parties at first request. The same applies to cases in which TÜV SÜD Auto Service GmbH is used by third parties through advertising statements from the customer. Any resulting costs will be invoiced to the customer.

10. Liability

Except in cases of intent and gross negligence, TÜV SÜD Auto Service GmbH shall not be liable for any disadvantages incurred by the client as a result of failure to issue, revoke or restrict an inspection certificate.

In particular, no claims for damages can be asserted against TÜV SÜD Auto Service GmbH if the customer does not provide or can no longer provide a test sample/document returned to him or remains with him or no longer in unaltered condition.