

**Addendum to the General Terms and Conditions of Business
of TÜV SÜD Middle East (hereinafter referred to as “TÜV SÜD”)
for Management System Assurance Services**



1. General; Scope

- 1.1. This Addendum forms an integral part of the General Terms and Conditions (GTC) and shall be read in conjunction with them. In the event of any conflict between the provisions of this Addendum and the GTC, the provisions of this Addendum shall prevail to the extent of such conflict.
- 1.2. The GTC, this Addendum together with the proposal issued by TÜV SÜD constitute the sole provisions under which TÜV SÜD offers to provide the Services specified in its proposal to the Client. In the event of conflict between the provisions of TÜV SÜD proposal and the GTC and Addendum, TÜV SÜD proposal shall prevail.
- 1.3. Customer acknowledges that TÜV SÜD, either by entering into the Contract or by providing the Services, neither takes the place of Customer or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Customer.

2. Executing Orders

- 2.1. The scope of the work performed by TÜV SÜD shall be specified in writing when the order is placed. If changes or extensions of the specified scope of the order result during proper execution of the order, then they shall form the subject of an advance agreement in writing. In this case the customer shall be entitled to cancel the contract, if it is no longer reasonable to expect that the customer adheres to the contract with regard to the changes or extensions. The customer shall, however, pay the agreed remuneration or, in lieu of agreement, appropriate remuneration.
- 2.2. TÜV SÜD may outsource the performance of all or part of services to any third party and the Customer authorizes TÜV SÜD to disclose all necessary information for such performance to third party.

3. Re-Audits

- 3.1. Major Non-conformances in an audit may require a re-audit of the pertinent sections of the Quality system. Re-audits may cover the entire system if it is found necessary by the Lead Auditor. Re-audits are not covered by this Proposal and will be quoted separately at the time of occurrence.
- 3.2. Extension of Audit: Audits may need to be extended due to the nature of the findings of the Auditors. Such situations are not covered by the Proposal and may result in extra charges. The Lead Auditor will discuss these situations with the Customer before any action is taken.
- 3.3. Basis of Proposal: This Proposal is based on the information provided by the Customer in the Audit Application Questionnaire. The Proposal is only valid for the scope, size of company, etc. that has been indicated in the Questionnaire. If there are deviations from this information, the Proposal may need to be altered accordingly.

4. OBLIGATIONS OF THE CLIENT

- 4.1. The Customer shall ensure that auditors/representatives of the respective authorities (e.g. regulatory appointment body, accreditation body or certification scheme owner) are entitled to participate in so-called observed and witness audits on the business premises of the Customer and/or their subcontractor/supplier.
- 4.2. Where on-site activities (e.g. audits, inspections) conducted by TÜV SÜD personnel require personal protective equipment, TÜV SÜD and the Customer shall agree upon supply of such in advance of any visit.
- 4.3. The Client shall ensure that all product samples if any, access, assistance, information, records, documentation and facilities are made available to TÜV SÜD when required by TÜV SÜD, including the assistance of authorized personnel of the Client.
- 4.4. So far as it is permitted by law, the Client acknowledges that, it has not been induced to enter into the Contract in reliance upon, nor has it given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in the GTC and this Addendum and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.
- 4.5. In order to allow TÜV SÜD to comply with the applicable health and safety legislation the Client shall provide TÜV SÜD with all available information regarding known or potential hazards likely to be encountered by TÜV SÜD personnel during their visits. TÜV SÜD shall take all reasonable steps to ensure that whilst on the Client's premises, its personnel comply with all health and safety regulations of the Client, provided that the Client makes TÜV SÜD aware of the same.
- 4.6. The Client shall not publicize details of the way in which TÜV SÜD performs, conducts or executes its operations.
- 4.7. The Client shall immediately inform TÜV SÜD of any and all changes in their premises which may affect their management system, their service their products, their process or their skills. Even nonconformity identified during internal audit has to be informed failing which withdrawal of certificate shall follow. Information on incidents such as a serious accident, or a serious breach of regulation necessitating the involvement of the competent regulatory authority, provided by the certified Customer or directly gathered by the audit team during the special audit shall provide grounds for the Certification body to decide on the actions to be taken including a suspension or withdrawal of the certification, in cases where it can be demonstrated that the system seriously failed to meet the OH&S certification requirements.

5. Travel & Sojourn: Unless Stated Otherwise

- 5.1. Proposal generally will include travel, boarding, & lodging for any on shore locations. Offshore locations organization has to arrange the pass, trainings, adhering to the regulations and commercial implications towards offshore visits, the travel arrangement to sites & sites & another audit location to be organized by the Customer during the audit.

6. Scheduling and Rescheduling of Dates

- 6.1. Dates for on-site audits must be scheduled at least 4 weeks prior to the audit. The dates cannot be rescheduled without minimum 3 weeks advance notice. If the Customer re-schedules the audit without the requisite advance notice, then the Customer may be liable to compensate TÜV SÜD for any lost service charges.

7. Special Audits / Unplanned Audits

- 7.1. In case of serious OH&S incidents or breach of regulation by the certified Customer such issues shall be investigated by conducting special audits other than normal cycle to investigate to ensure OH&S management system is not compromised and did function effectively. Such Audits could be done with or without advance information to the Customer, depending on the incident on case to case basis.

8. Certificate Ownership and Copyrights/ Trademarks

- 8.1. Any document including, but not limited to any Report or any Certificate, provided by TÜV SÜD and the copyright contained therein shall be and remain the property of TÜV SÜD and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only.
- 8.2. The Client may promote its certification in accordance with the terms set out in the Regulations governing the use of the certification marks. Use of TÜV SÜD corporate name or any other registered trademarks for advertising purposes is not permitted without TÜV SÜD prior written consent.

9. Severability

- 9.1. Each provision of this Contract shall be considered to be severable. If for any reason, any provision or any part of a provision is determined to be invalid and contrary to any existing or future applicable law, the invalidity shall not impair the operation or affect those portions of this Contract. The illegal part shall be removed, and the remaining Clauses of this Contract shall remain intact and binding on both parties.
- 9.2. If any one or more provisions of these GTC and Addendum are found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10. Miscellaneous

- 10.1. Neither party shall assign the Contract without the prior written consent of the other Party such consent shall not be unreasonably withheld. Any assignment shall not relieve the assignor from any liability or obligation under the Contract.
- 10.2. The Parties acknowledge that TÜV SÜD provides the Services to the Customer as an independent contractor and that the Contract does not create any partnership, agency, employment or fiduciary relationship between TÜV SÜD and the Client.
- 10.3. This GTC and Addendum are in addition to specific rules and regulation of relevant Accreditation Body/Certification Body and should be read in conjunction with them. Client acknowledges the same and agrees to accept the same without any reservation/objection.