



**TERMS AND CONDITIONS FOR THE PROVISION
OF CONFORMITY ASSESSMENT SERVICES
TÜV SÜD POLSKA Sp. z o. o.**

Revision: 03
Valid from: 2026-01-01



Scope:

The Regulations define the terms and conditions for the provision of conformity assessment services by TÜV SÜD Polska Sp. z o. o. - Industry and Infrastructure (I&I), Business Assurance (BA): conformity assessment services and other services related to applicable legal regulations, standards, processes or Conformity Assessment Programs and other specifications agreed with the Client at the stage of requesting the service.

Conformity assessment (as defined in EN ISO/IEC 17000:2020) means demonstrating that a specified requirement has been fulfilled. Conformity assessment includes activities such as testing, inspection, validation, verification, and certification. Conformity assessment can be applied to products, processes, services, systems, installations, projects, data, designs, materials, statements, persons, or organizations.

The term "conformity assessment scheme" shall be understood as verification programs, validation programs, certification programs, inspection programs, or other services the description of the implementation process of which is included on the website www.tuvsud.com/pl-pl

These Terms and Conditions for the Provision of Conformity Assessment Services (hereinafter referred to as the Terms and Conditions) replace the previous Terms and Conditions for Testing and Certification, revision 2, and are subject to the law applicable in the country where TÜV SÜD Polska Sp. z o. o., the provider of the service, has its registered office.

1. General

- 1.1. Departments: Industry and Infrastructure (I&I), Business Assurance (BA), are part of the legal entity TÜV SÜD Polska Sp. z o. o. (TÜV SÜD).
- 1.2. TÜV SÜD, as an independent party, does not offer services that could constitute an infringement of its Policy impartiality, available at: www.tuvsud.com/pl-pl
- 1.3. By awarding the order, the Client at the same time accepts the content of these Terms and Conditions, which constitutes an integral, legally binding part of the contract and/or the order for the performance of the service. In the event of significant changes to the Terms and Conditions affecting the terms and conditions of the agreement and/or mandate concluded with the Client, the new terms and conditions will apply from the date of the next supervisory assessment/assessment, unless the law requires them to be amended immediately.
- 1.4. Any deviation from these Terms and Conditions, subject to compliance with applicable law, must be expressly agreed in writing and signed by all parties.
- 1.5. The Client and TÜV SÜD acknowledge the content of the following versions of the documents in force at the time of placing the Order (concluding the Agreement), constituting the basis for the implementation of the processes:
 - These Terms and Conditions for the Provision of Conformity Assessment Services of TÜV SÜD Polska Sp. z o. o.,
 - General Terms and Conditions of TÜV SÜD Polska Sp. z o. o.,
 - Conformity assessment scheme for the requested scope (if applicable),
 - Rules for the use certification mark of the TÜV SÜD Polska (if applicable),and undertake to comply with their provisions. The Client declares that he/she has read the above-mentioned documents, as well as other information about the services of TÜV SÜD Polska Sp. z o. o. which are annexes to the order / contact and are available on the TÜV SÜD website.
- 1.6. If new requirements are introduced in the Conformity Assessment Scheme or the Terms and Conditions relating to the validity of the certifications granted or otherwise affecting the rating, or if they are amended, the Customer will be informed and, if necessary, asked to make appropriate changes. By signing the contract/order, the customer agrees to implement the TÜV SÜD requests resulting from this, otherwise the assessments will be invalid. TÜV SÜD will make sure that the customer has implemented the appropriate measures.
- 1.7. Agreement / Order shall be subject to the current version of this Rules. The current version of these Terms and Conditions is available on the website of the www.tuvsud.com/pl-pl or can be uploaded on Client's request.
- 1.8. Any objections, complaints or appeals should be addressed directly to the TÜV SÜD, who shall have documented procedures for the their examining. A description of these procedures is publicly available at: www.tuvsud.com/pl-pl



- 1.9. The Customer agrees to allow TÜV SÜD representatives or representatives of duly authorized bodies (e.g. regulatory authority, accreditation body, certification program owner) to participate in so-called observer assessments at the Customer's site or its organizational unit (production plant) and/or its subcontractors or suppliers and during TÜV SÜD assessments.
- 1.10. If it is necessary to carry out a Special assessment with a short notice period (in accordance with the Conformity Assessment Scheme), TÜV SÜD shall inform the Client in writing of the planned date and scope of the special assessment and the conditions (including costs incurred by the Client) under which the assessment will be carried out. In this particular case, the Client does not have the opportunity to raise objections to the composition of the evaluation team.
- 1.11. If no order is sent to carry out a special assessment (lack of the Client's consent), TÜV SÜD makes a decision on the continuation of the assessment process and/or the validity of the certificate, which may result in the suspension of the certification and its subsequent withdrawal on the terms specified in the relevant Conformity assessment scheme.
- 1.12. Each process depends on the existence of a valid contract / order with the Client.
- 1.13. At the request of one of the parties, the contract/order may be terminated for justified reasons by agreement of the parties (within the time agreed between the parties), but such agreement must be in writing, otherwise it will be null and void.
- 1.14. The end of the certification is also the end of the contract and/or mandate. Contracts and/or orders may remain valid if the customer informs TÜV SÜD about the continuation of the cooperation before the certificate expires. Willingness to cooperate does not mean that the certificate will remain valid.
- 1.15. The parties have the right to terminate the contract and/or mandate with immediate effect if one of the parties materially breaches its obligations under the contract and/or mandate and does not cease to violate them despite receiving a written warning from the other party describing the infringements and calling on them to cease and desist.
- 1.16. Any outstanding receivables remain due. TÜV SÜD may also demand reimbursement of costs incurred in connection with planned assessments.
- 1.17. Any case of non-compliance with the rules of these Terms and Conditions may be considered as a violation thereof and may lead to the interruption of the process / performance of the service / suspension / limitation or revocation of the certification granted.

2. Fundamentals of conformity assessment services

- 2.1. Services are provided:
 - 2.1.1. in accordance with the applicable legal regulations, standards, requirements of the accreditation body (if applicable) and the requirements of the TÜV SÜD Management System (which consists covered with secrecy documentation regarding internal compliance and quality control procedures).
 - 2.1.2. while observing the provisions of the following documents: Conformity Assessment Scheme (for the requested scope); Quality Policy Impartiality Policy, available on www.tuvsud.com/pl-pl,
 - 2.1.3. According to the documents: The General Terms and Conditions and this Rules, for TÜV SÜD Polska Sp. z o. o., which are available on the website: www.tuvsud.com/pl-pl, or can be sent at the customer's request.
 - 2.1.4. on the basis of commercial documents (e.g. commercial contract, order or assignment) signed by authorized persons, drawn up on TÜV SÜD or other forms that have been accepted by TÜV SÜD.
 - 2.1.5. after signing the applicable contracts and/or orders and understandings specified in Conformity Assessment Scheme (e.g. certification agreements).
 - 2.1.6. while maintaining the Customer' s obligation to inform TÜV SÜD of the name and address of its organization and of the relevant actions taken by any other institution that has carried out or is in the process of conducting such a process to a similar extent (if applicable).

3. Rights and Responsibilities

3.1. TÜV SÜD has the right to:

- 3.1.1. not to undertake the provision of a conformity assessment service, or to establish specific conditions for its provision (e.g. performance after payment of a pro-forma invoice), if:
 - the applicant or the Client has been entered in the National Register of Debtors,

- enforcement, bankruptcy or reorganization proceedings have been initiated against the applicant or Client, or if a receiver, administrator or court administrator is appointed in relation to the applicant,
- 3.1.2. interrupt the process if the Client fails to comply with the obligations arising from the provisions of the conformity Assessment Scheme (if applicable), the General Terms and Conditions and these Regulations,
- 3.1.3. request that observers of duly authorized bodies (e.g. regulatory authority, accreditation body) be allowed to participate in the so-called assessments with the participation of an observer at the Customer's plant or its organizational unit (production plant) and /or its subcontractors or suppliers, and during the assessments carried out at TÜV SÜD,
- 3.1.4. to withdraw from the execution of the order in the event of loss of technical capabilities (e.g. auditors with the necessary qualifications, accreditation, etc.).
- 3.1.5. In the case of receiving criminal threats, the auditor may decide to immediately discontinue the assessment.
- 3.2. **TÜV SÜD is committed to:**
- 3.2.1. provide conformity assessment services impartially, objectively and fairly, exercising due diligence to the best of their knowledge and within the agreed deadlines;
- 3.2.2. provide services in accordance with Code of Conduct, which lays down commitments and principles ethical conduct of TÜV SÜD employees, available; <https://www.tuvsud.com/pl-pl/o-nas/compliance/code-of-conduct>
- 3.2.3. carry out processes in accordance with the requirements set out in the Conformity Assessment Scheme (if applicable), in accordance with legal provisions, normative and/or accreditation requirements and/or based on other criteria agreed with the Client,
- 3.2.4. issue documents and certificates to the Customer in accordance with the application if the Customer fulfill the assessment criteria and fulfils other obligations towards TÜV SÜD,
- 3.2.5. include supervision processes, in accordance with the Conformity Assessment Scheme (if applicable),
- 3.2.6. deal with appeals and complaints about the assessment processes, as provided on the website; <https://www.tuvsud.com/pl-pl/o-nas/odwolania-i-skargi>
- 3.2.7. not to offer services and not to undertake any actions that could violate the principles of impartiality;
- 3.2.8. not to conduct discriminatory practices that hinder access to TÜV SÜD services depending on the size of the organization, membership in any association or grouping and place of operation, as well as the number of certificates already issued or the number of verified organizations,
- 3.2.9. manage all information received or generated during the assessment process and protect all ownership and confidentiality rights of information and data provided to TÜV SÜD relating to you and your affiliates, with the exception of:
 - information made publicly available by the Client,
 - when agreed between TÜV SÜD and the Customer,
 - cases where TÜV SÜD is obliged by law (in particular at the request of the Police, Public Prosecutor or other state authorities) to disclose confidential information, the Client or the person concerned shall be notified of the information provided, unless prohibited by law,
 - information about the Client obtained from sources other than the Client (e.g. from complainants or public authorities is treated as confidential), except for publicly available information,
- 3.2.10. operate in accordance with the requirements of the above-mentioned own management system,
- 3.2.11. As an independent site, provide information on:
 - legal requirements, norms and normative documents and other applicable specifications in relation to the assessments carried out,
 - Conformity Assessment Scheme, assessment rules (audits, inspections, verifications, examinations and opinions) and introduced or planned changes in this respect (e.g. resulting from changes in legal or accreditation requirements) and other relevant information concerning the Client,
 - the status of the certificates issued,
- 3.2.12. inform customers in advance about changes in the requirements of the Conformity Assessment Scheme or in these Terms and Conditions for the Provision of Conformity Assessment Services,
- 3.2.13. As a Notified Body, TÜV SÜD is obliged to provide other notified bodies under the same community harmonization legislation with similar conformity assessment activities and products with information on issues



- where the results of the conformity assessment have been negative and, on request, also on those in which they have been positive,
- 3.2.14. comply with health and safety requirements and other applicable legal and organizational requirements at the place where the assessment is carried out .
- 3.3. **Client have the right to:**
- 3.3.1. participate in the TÜV SÜD conformity assessment system and obtain the relevant documents and marks provided for in the Conformity Assessment Scheme (e.g. certificate, certification mark, certificate, attestation, protocol), if the requirements of this Conformity Assessment Scheme or the Certification Program are met, for the time and conditions set out in the Conformity Assessment Scheme and/or in the relevant contracts or agreements concluded with the Customer,
- 3.3.2. obtain from TÜV SÜD the information specified in clause 3.2.10 of these Terms and Conditions for the Provision of Conformity Assessment Services,
- 3.3.3. refer to the results of the assessment of conformity or the service provided in accordance with the scope, on the terms set out in point 6 of these Terms and Conditions for the Provision of Conformity Assessment Services,
- 3.3.4. submit requests relating to the certification status concerning: extension, change of scope, suspension of all or part of the scope or transfer of certification,
- 3.3.5. appeal against decisions made in assessment matters or file a complaint or claim against TÜV SÜD and any entity certified by TÜV SÜD in accordance with the Appeals, Complaints and Claims procedure. A description of the procedure is available at <https://www.tuvsud.com/pl-pl/o-nas/odwolania-i-skargi>,
- 3.3.6. Report any instances of misconduct by employees via the TÜV SÜD Trust Channel <https://tuvsud.integrityline.app/> or contact the TÜV SÜD compliance officer directly by sending an email to: compliance.pl@tuvsud.com.
- 3.3.7. object to the composition of the assessment team proposed by TÜV SÜD,
- 3.3.8. provide explanations before TÜV SÜD decides to suspend, limit or revoke certification in whole or in part of the scope;
- 3.3.9. resign in writing from certification in whole or in part of the scope and refrain from using the certification mark.
- 3.4. **The Client is obliged to:**
- 3.4.1. always fulfill the requirements of the Conformity Assessment Scheme or the processes carried out or other established specified requirements, including requirements for a product, process, system, or certified person), including the implementation of appropriate changes, if communicated by TÜV SÜD,
- 3.4.2. ensure that a certified product, process, system or customer consistently fulfill the requirements for it.
- 3.4.3. comply with confidentiality rules regarding information obtained from TÜV SÜD,
- 3.4.4. take measures to enable TÜV SÜD to provide services without hindrance or disruption, in particular:
- provide reliable and truthful information and data on the activities to be assessed or related to the assessment in a timely manner and confirm this fact in writing at the request of TÜV SÜD,
 - provide documentation and records for their evaluation,
 - provide timely access to all places, legal and natural persons (including suppliers and subcontractors), processes, documents, records, databases, programs, information and source data, etc., both at the company's headquarters and at its other locations, to the extent necessary to provide the service in accordance with TÜV SÜD requirements,
 - enable observation of the activities of TÜV SÜD employees during the performance of the conformity assessment service (both at the Customer's premises and outside it – e.g. at the locations of its suppliers or Customers) by observers acting on behalf of TÜV SÜD, as well as representatives of the accreditation body or other authorized party (e.g. a body authorized by law) and make the necessary arrangements in this respect,
- 3.4.5. maintaining close cooperation with TÜV SÜD in all matters related to the assessment process and supervising the certification and use of certification marks,
- 3.4.6. promptly inform TÜV SÜD of any complaints or claims received regarding the TÜV SÜD -tested or certified activity.
- 3.4.7. cooperate with TÜV SÜD to the full extent with regard to the handling of the above-mentioned complaints and grievances, the implementation of the recommendations received in this matter, and the archiving and making

- available records of all complaints and appeals that are known to it that relate to compliance with the requirements and taking appropriate action in the in relation to such complaints and appeals,
- 3.4.8. not to use the results of the conformity assessment in a way that could discredit TÜV SÜD and not to make statements relating to the results of the assessment in a way that TÜV SÜD could consider to be unauthorized or misleading,
- 3.4.9. in the case of obtaining TÜV SÜD's consent for the use of the content of inspections, audits or other reports, it is forbidden to supplement their content, in particular with provisions that go beyond the actual area of assessment, or other content and interpretations that may threaten or undermine TÜV SÜD's neutrality. The holder of the certificate or assessment document should present its content in a faithful and unadulterated manner,
- 3.4.10. meet the requirements set out in point 6 of these Terms and Conditions for the Provision of Conformity Assessment Services and in the relevant Conformity Assessment Scheme, referring to the conformity assessment in the media, such as documents, brochures or in advertising, and the requirements relating to the use of conformity marks and information related to conformity assessment,
- 3.4.11. use only complete copies of the evaluation documents, in particular when providing them to other interested parties;
- 3.4.12. immediately inform TÜV SÜD of any changes that may affect the ability to meet the requirements set out in the relevant Conformity Assessment Scheme;
- 3.4.13. take and effectively implement corrective and preventive actions in relation to non-conformities revealed during the assessment process;
- 3.4.14. after suspending, revoking or terminating the certification, cease all advertising activities that contain any reference to it and take the action required by the Conformity Assessment Scheme (e.g. return of certification documents) and any other steps required by TÜV SÜD,
- 3.4.15. ensure that members of the assessment team and observers, during the on-site assessment, are safe and suitable working conditions and are equipped with the necessary and efficient safety measures (if necessary) in accordance with health and safety requirements and applicable legal requirements, also where necessary, ensure that security services, medical services or evacuation and transport are provided (if necessary) from the place where the service is carried out at its own expense,
- 3.4.16. cover all costs, fees and losses, both direct and indirect, that result from the TÜV SÜD preventing or delaying the provision of the service or extending the time of its implementation, or the occurrence of a justified complaint or complaint by an authorized third party regarding the results of the service, caused by reasons attributable to the Customer, i.e. resulting from any act or omission, omission or negligence or misrepresentation of TÜV SÜD on the part of the Customer, its employees or representatives, subcontractors, consultants. (e.g. lack of access to data, provision of incomplete or erroneous data, inconsistencies or obstacles necessitating a repeat on-site visit),
- 3.4.17. accept the fact that certificates, reports and other documents created as a result of the evaluation process are issued to the Client only after the Client has fulfilled all obligations towards TÜV SÜD – i.e. obtaining a positive result of the assessment, making full payment for the service provided within the specified period and signing the contract and/or order,
- 3.4.18. In the case of a multi-branch organization, accept that if one of the branches meets the criteria for the withdrawal / suspension of the certificate, the certificate of the entire multi-branch organization must be withdrawn/suspended,
- 3.4.19. accept that the certification of products/processes/persons/systems does not relieve the certificate holder of responsibility for the product/process/activity /system, nor does it transfer all or part of this responsibility to TÜV SÜD or an accreditation body;
- 3.4.20. be fully responsible for the data and calculations submitted for verification /validation.
- 3.5. 1 **Certified personnel are required to:**
- 3.5. 2 comply with the relevant requirements of legal regulations, standards or any other applicable and up-to-date guidelines in the field of certified activities on the basis of their operation and keep their knowledge in the legal and normative field up-to-date and maintain their qualifications at an appropriate technical level (applies to certified personnel),



- 3.5. 3 compliance with applicable regulations in the workplace and protection of the common good by complying with health, safety and environmental regulations and to maintain proper professional relations when dealing with customers,
- 3.5. 4 proper performance of the assigned tasks in terms of responsibilities, duties and powers established by the employer, maintaining professionalism and impartiality in the scope of the certification granted (applies to certified personnel),
- 3.5. 5 adherence to the rules of ethical behavior during the certification exam, including not using prohibited aids, cheating or helping other exam takers (applies to certified personnel),
- 3.5. 6 impartiality and to guarantee an independent conduct, avoiding unacceptable conflicts of interest.

4 Rules for invoking documents, marks and status of a certified/verified entity

- 4.1. Certificates, certification marks and references to the status of a certified or verified entity may be used only for advertising (informational) purposes only in connection with the subject of the e.g. certification / verification service provided listed in the scope of the certificate or other documents drawn up as a result of the implementation of this service.
- 4.2. The certification is valid only for the entity, the Customer, the production facilities and the systems and products listed in the scope of certification. The holder of the certificate may not lend the certificate or certification mark to third parties in any form, or create or allow the impression that the certification process relates to activities that fall outside the scope of the certification.
- 4.3. The method of invoking the status of a certified Client, entity or other assessment must clearly inform about the scope of the assessment carried out, in accordance with the final documentation concerning the provision of the service, in a non-misleading manner.
- 4.4. The Client is obliged to cease the use of advertising materials containing references to its status as a Client / certified entity and the use of the certification mark in the event of suspension, expiration, withdrawal or withdrawal of certification in accordance with the conditions in point 5 of these Terms and Conditions for the Provision of Conformity Assessment Services. Holders of withdrawn or revoked certificates are required to remove the certification marks from all places of previous use and allow TÜV SÜD to verify the actions taken. In the event that the scope of certification is changed – especially limited, the Customer is obliged to adapt the advertising materials in accordance with TÜV SÜD indications.
- 4.5. Reports, minutes and evaluation reports may only be quoted in their exact and complete form and the date of their issuance or used in a manner that excludes error.
- 4.6. It is unacceptable to provide information about the assessment process and to use documentation of the conformity assessment process in a misleading manner, or to allow such activities.
- 4.7. It is forbidden to use the evaluation documents and their content for the purpose of disseminating the opinion that TÜV SÜD recommends the customer's system or product.
- 4.8. The holder of the certificate and/or other conformity assessment documents is fully responsible for the use and correctness of the statements relating to the certification granted to him, certificate, certification mark, reports/protocols/certification reports, verification/validation, inspections or testing of a particular system or product, as well as for their correct application/dissemination by its own Customers.
- 4.9. The Client is granted a non-exclusive right to use the certification mark for advertising purposes, in compliance with the guidelines of these Terms and Conditions and the Rules for the Use of the Certification Mark, available on the TÜV SÜD website. Only holders of valid certificates have the right to use the certification mark.
- 4.10. The client is obliged to supervise the use of the certification mark. In the event of non-compliance, the Client should take corrective actions and keep a register of all complaints related to the use of the trademark.
- 4.11. TÜV SÜD names, trademarks and copyrights may not be used by the Customer other than to the extent for which the Customer has received prior written consent from TÜV SÜD. The use of a report or other assessment document by TÜV SÜD or the TÜV SÜD name for advertising purposes requires prior written consent in any case.
- 4.12. The certification mark can only be in the form provided by TÜV SÜD. It is not permitted to change the content or shape, the certification mark or to supplement the description contained on the certification mark. If you change the size of the character, the correct proportions must be maintained. In order to avoid misinterpretation of the certification mark, it should not be combined with other elements such as a logo,



statement, graphics. The use of the mark and/or accompanying text must not imply ambiguity regarding the subject matter of the certification.

- 4.13. The certification mark may not be used on the product or on the packaging of the product accessible to the final recipient, or in any other way that could be construed as signifying the conformity of the product.
- 4.14. The use of the certification mark does not release the customer from its legal obligations in the field of responsibility for the product / process / system / operation.
- 4.15. The advertising material and the use of the conformity assessment documentation and the presentation of the certification mark must not discredit TÜV SÜD or adversely affect public confidence in TÜV SÜD and/or the conformity assessment system, or cause TÜV SÜD's role as an impartial third party to be called into question.
- 4.16. The use of the certification mark must not create the impression that the company or its employees are part of the TÜV SÜD Group.
- 4.17. The customer is not allowed to use the proprietary TÜV SÜD logo, the accreditation marks held by TÜV SÜD (outside of the means of communication), or the advertising slogan **"We increase value. We inspire trust"** or use the image of TÜV SÜD in any other way.
- 4.18. The use of the certificate, mark or name of TÜV SÜD for advertising or other purposes is prohibited if the certification expires. An expired certificate, revoked or revoked must be immediately returned to TÜV SÜD and/or destroyed at its written request. Certification fees paid are non-refundable and fees not yet paid must be paid in full.

5. Certification governance policies (if applicable)

- 5.1. With the granting of the first certification, the Customer automatically becomes a participant in the TÜV SÜD certification system (which means that the Customer is bound by the Agreement, these Terms and Conditions for the Provision of Conformity Assessment Services and all documents indicated therein) and remains in it as long as the Customer uses at least one valid certification. The certification becomes valid only after all the financial and technical requirements related to the assessment have been met. In the event that the certification has been granted on the condition that certain requirements are met, the Customer is obliged to meet them within the specified deadlines.
- 5.2. TÜV SÜD provides conformity assessment services in accordance with the Conformity Assessment Scheme (if applicable). All information and documents are available on the website and additionally available on individual requests.
- 5.3. In order to obtain a positive result of the conformity assessment, a potential Client should:
 - implement and fulfill a continuous basis the requirements underpinning the Conformity Assessment Scheme;
 - undergo an evaluation process under the conditions contained in these Terms and Conditions for the Provision of Conformity Assessment Services and the Conformity Assessment Scheme appropriate to the requested scope.
- 5.4. Evaluation processes are carried out at the written request of the Client, which contains basic information enabling the preparation of an offer.
- 5.5. It is not possible to grant certification or perform any other type of service to the extent that was not included in the application for the assessment process.
- 5.6. The terms and conditions for conformity assessment, certification supervision, limitation, extension of the scope of certification, suspension, resumption after suspension, revocation, termination of certification, recertification are included in Conformity Assessment Scheme.
- 5.7. **Transfer of certification rights (if applicable)**
 - 5.7.1 The transfer by the Customer of the rights and obligations arising from the certification granted to the Customer by TÜV SÜD to third parties, in particular legal successors in the event of a transformation of the undertaking or transfer of the undertaking, is possible only at the written request of the certificate holder (or his legal successor) and requires the prior written express consent of TÜV SÜD. TÜV SÜD grants such consent in each case after considering all relevant circumstances of the case – at its discretion and the decision of the TÜV SÜD in this regard cannot be appealed.
 - 5.7.2 The transfer of contractual rights and obligations applies only to valid certification and is possible in the event of a change in the legal status of a certified organization or in a situation where a third party acquires all or an

organized part of the enterprise. The right to transfer certification rights does not apply where a third party acquires part of the organization of the existing certificate holder.

5.7.3 The decision on the transfer of rights and obligations is taken by TÜV SÜD upon receipt of evidence from the applicant (or its successor in title) that the organization to which the certification is to be transferred:

- is the legal successor of the existing certificate holder,
- formally assumes all rights and obligations arising from the concluded agreement,
- in the event of ownership changes – the previous owner does not operate in the same or similar area covered by the certification under the same or similar name,
- has not made any changes that would significantly affect the certification granted and meets all the requirements of the Conformity Assessment Scheme without any non-compliance.

5.7.4 The process of transferring certification rights is formal and is carried out on the basis of a review of the documentation. If there are any doubts about the impact of the changes on the fulfilment of the requirements of the Conformity Assessment Scheme, TÜV SÜD may decide that an on-site assessment is necessary.

5.7.5 In the event that the legal successor ceases to carry out activities falling within the scope of certification, TÜV SÜD reserves the right to terminate the contract with immediate effect and thus revoke the certification.

5.8. Force Majeure

5.8.1 Force majeure is defined as the occurrence of an external, extraordinary event beyond the control of the Parties, which the Party could not avoid despite taking all necessary measures (while exercising due diligence), and which prevents or significantly hinders the performance of its obligations under the Agreement. In particular, force majeure includes war, civil war, acts of terrorism, natural disasters and other extraordinary acts of nature (such as earthquakes, fires, floods), labor strikes, binding rulings of administrative, legislative, and judicial authorities, and rulings of certification system owners and supervisors.

5.8.2 In case of a force majeure event, the parties are obligated to notify the other party of its occurrence, otherwise they will lose the right to invoke the force majeure clause.

5.8.3 If either party, due to a force majeure event, is unable to fully, partially, or timely fulfill its obligations to the other party, then the performance of those obligations will be suspended for the duration of the force majeure event. At the same time, the other party's obligation to provide mutual performance is suspended.

5.8.4 In the event of force majeure, TÜV SÜD reserves the right to suspend or limit certification for a maximum period of six months or to terminate the contract with immediate effect.

5.8.5 If force majeure lasts longer than six months from the date of suspension of certification, TÜV SÜD is entitled to withdraw certification and terminate the contract and/or order with immediate effect, and the Client shall have no claims against TÜV SÜD for this, in particular any claims for damages.

6. Dealing with a false claim of evaluation and non-compliance with the terms of the contract and/or mandate and related documents

6.1. TÜV SÜD if the following are detected:

- unauthorized, improper or misleading use of certificates, certification marks or assessment documents;
- improper reference to the conformity assessment system or misleading use of certificates (or other documents proving the outcome of the assessment or service) or certification marks in advertising materials and other publications;
- unauthorized, improper or misleading use of verification/validation documentation

requests from the Client:

- retract, remove or withdraw any erroneous or false information or retract material containing such information;
- making a correction public, in particular informing misled Clients about the situation and providing them with true information,
- provide appropriate explanations and evidence of the actions described above.

6.2. In the event that the above requests are not met by the Customer, TÜV SÜD decides to apply (depending on the situation) the following sanctions:

- suspension or withdrawal of certification in whole or in part of the scope,
- increasing supervision (including the use of special assessment);



- making public information about the revocation or suspension of certification;
- making public information about erroneous reference to certification or incorrect application of the certification mark or incorrect reference to verification results,
- informing the notifying authority, building supervision and other notified bodies about the Client's improper practices in order to inform all interested parties in the event of evidence of the Client's dishonest conduct or intentional provision of false information regarding accreditation or intentional violation of certification rules,
- in the case of verification / validation – informing interested parties about the Client's improper practices,
- Violation of these provisions may result in legal action and, in extreme cases, liabilities to pay a financial penalty.

7. Commitments and funding

TÜV SÜD Polska Sp. z o. o. was registered in the District Court for the m.st of Warsaw in Warsaw, XII Commercial Division of the National Court Register – KRS No. 0000040430 (NIP:779-19-82-781; Identification number: 631115832). The Company's share capital amounted to PLN 200000. The Company's operations are regulated by the provisions of the Commercial Companies Code together with executive acts.

TÜV SÜD Polska Sp. z o. o. has adequate collateral and provisions to ensure the financial stability and resources required for the operate, as well as to cover the liabilities arising from its activities. The activities of TÜV SÜD Polska Sp. z o. o. are covered by civil and professional liability insurance.

8. Privacy Policy Copyright Intellectual Property

Issues related to confidentiality rules as well as copyrights and intellectual property are governed by the provisions of clauses 3.4.3 of these Terms and Conditions for the Provision of Conformity Assessment Services and the General Terms and Conditions of TÜV SÜD Polska Sp. z o. o. (posted on the website):

<https://www.tuvsud.com/pl-pl/uslugi/centrum-certyfikacji>

<https://www.tuvsud.com/pl-pl/o-nas/dane-firmy-i-owh>

9. Responsibility

TÜV SÜD's liability and warranty are governed by the provisions of these Terms and Conditions for the Provision of Conformity Assessment Services and the General Terms and Conditions of TÜV SÜD Polska Sp. z o. o., published on the website:

<https://www.tuvsud.com/pl-pl/uslugi/centrum-certyfikacji>

<https://www.tuvsud.com/pl-pl/o-nas/dane-firmy-i-owh>

10. Final provisions

- 10.1. Failure to accept or violation of these Terms and Conditions for the Provision of Conformity Assessment Services shall result in withdrawal from the process or interruption of the process of evaluation/service performance at TÜV SÜD.
- 10.2. The parties undertake to settle their disagreements and disputes amicably.
- 10.3. In the event of a failure to reach an agreement, the General Terms and Condition and TÜV SÜD Procedures available on the TÜV SÜD's website/
- 10.4. The court with jurisdiction to pursue any claims by either party is the court with jurisdiction over the registered office of TÜV SÜD Polska Sp. z o. o.
- 10.5. The contractual relationship and all legal relations arising therefrom shall be governed and interpreted exclusively by the laws of the Republic of Poland, with the exception of conflict of law regulations and the UN Convention on Contracts for the International Sale of Goods (CISG), which are expressly excluded.
- 10.6. The rules for the purchase, organization and participation in trainings organized by TÜV SÜD Polska are set out in the TÜV SÜD Academy Training Regulations available on the website www.tuvsud.com/pl-pl

THE END