

Revision 00	Effective as of 2019/ 03/ 13	Standard terms and Conditions	 Greater China
Doc No. GCN_TQC_AUDIT_STC	Page 1 of 1		

Standard Terms and Conditions
of TÜV SÜD Certification and Testing (China) Co., Ltd. – TÜV SÜD Group, (Herein after
referred as TÜV SÜD) for accreditations to TÜV SÜD China

<p>1. General</p> <p>1.1 TÜV SÜD, with the Applicant's cooperation, will conduct scheduled on-site audits to determine whether the Applicant's implemented management system complies with the stated scheme's requirements and also to determine whether that management system is effectively implemented.</p> <p>1.2 In the event that a corresponding order is placed, the customer shall accept the Standard Terms and Conditions, the TÜV SÜD Auditing and Certification Regulations and the quotation, which apply at the time when the order is placed. As a rule, deviating Standard Terms and Conditions of individual customers will not be honored.</p> <p>1.3 Ancillary agreements, promises and other statements made on the part of TÜV SÜD staff or the experts called upon by them shall be binding only if they are expressly confirmed and in writing. This shall also apply to any modifications of this clause.</p> <p>2. Executing Orders</p> <p>2.1 Orders accepted by TÜV SÜD shall be executed - insofar as contrary agreements have not been made in writing - the customary handling practiced by TÜV SÜD.</p> <p>2.2 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 would no longer be reasonable to expect that the customer adhere 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. Audits shall apply to all parts of a continuous process.</p> <p>2.3 Re-Audits: Major Non-conformances in an audit may require a re-audit of the pertinent sections of the Management System. Re-audits may cover the entire system if it is found necessary by the Lead Auditor. Re-audits are not covered by this quotation, and will be conducted at prevalent daily rates at the time of occurrence.</p> <p>2.4 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 quotation, and may result in extra charges. The Lead Auditor will discuss these situations with the client before any action is taken.</p> <p>2.5 Working Conditions: The client shall provide safe and unrestricted access to pertinent work area to TÜV SÜD's auditors at all times. Failure to do so, and delays caused due to no fault of TÜV SÜD auditors may result in an "extension of audit".</p> <p>2.6 The contractual services of TÜV SÜD shall be deemed as having been furnished and completed with preparation of the respective audit reports.</p> <p>3. Deadlines, Delay, Impossibility of Performance</p> <p>3.1 The order periods indicated by TÜV SÜD shall not be binding unless they are expressly agreed upon in writing.</p> <p>3.2 Scheduling and Rescheduling of Dates: Dates for on-site audits must be scheduled at least 5 days prior to the audit. The dates cannot be rescheduled without minimum 2 working days in advance notice. If the client re-schedules the audit without the requisite advance notice, then the client may be liable to compensate TÜV SÜD China for any lost service charges.</p> <p>4. Complaints and Appeals</p> <p>4.1 Complaints: Any complaints can be addressed to "TÜV SÜD Certification and Testing (China) Co., Ltd. Guangzhou Branch, 5F, Communication Building, 163 Pingyun Rd, Huangpu West Ave, Guangzhou 510656 P.R. China" and compliance@tuv-sud.cn.</p> <p>4.2 Appeals: Appeals against unsatisfactory resolution of any complaint can be addressed to "TÜV SÜD Certification and Testing (China) Co., Ltd. Guangzhou Branch, 5F, Communication Building, 163 Pingyun Rd, Huangpu West Ave, Guangzhou 510656 P.R. China" and compliance@tuv-sud.cn.</p>	<p>5. Liability</p> <p>Except in cases of intention and gross negligence, bodily injury or liability in accordance with product liability law, any other claims asserted on the part of the customer for direct and indirect damages – for whatever legal reason whatsoever – in particular, claims for payment of damages because of violation of duty or unlawful acts and compensation for damage which has not occurred on the subject of the order itself shall be excluded. This shall also apply to the personal liability of TÜV SÜD staff, their executing aides and, in particular, experts.</p> <p>6. Terms of Payment and Prices</p> <p>6.1 Validity: Quotations are valid for 2 months. For continued validity of quotation, execution of the work must begin within 2 months of order acceptance unless a specific waiver is granted by TÜV SÜD.</p> <p>6.2 Appropriate advances on costs may be required and/or partial invoices may be submitted in accordance with services already furnished.</p> <p>6.3 Basis of Quotation: This quotation is based on the information provided by the client in the audit Application Questionnaire. The quotation 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 charges may need to be altered accordingly.</p> <p>6.4 Travel & Sojourn: Travel & Sojourn costs will be charged case by case as per quotation.</p> <p>6.5 Payment Terms: Formal quotations will be issued upon completion of each stage in the quotation. Payment for audit fees shall be made in advance or as agreed with customer; otherwise, no scheduling arrangement will be made.</p> <p>6.6 Objections to TÜV SÜD invoices shall be communicated and justified in writing within a fixed period of exclusion of 14 days after receipt of the invoice.</p> <p>7. Obligation to Maintain Secrecy, Copyright, Data Privacy Protection</p> <p>7.1 TÜV SÜD shall be authorized to make file copies of written documents, which have been made available to it for review and which are important for processing the order.</p> <p>7.2 Insofar as audit reports are prepared in the course of processing the order and which are subject to the protection of copyright, then TÜV SÜD shall grant the customer a simple, non-transferable right to use to the customer, insofar as this is necessary and in accordance with the contractually presupposed purpose. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify (edit) audit reports or to make use of such outside of his business premises.</p> <p>7.3 TÜV SÜD, its staff and any experts which may be called in shall not disclose and use trade and business matters about which they have gained knowledge of during the performance of their work without proper authorization.</p> <p>8. Jurisdiction, Place of Performance, Applicable Law</p> <p>8.1 The place of performance for any obligations arising out of this contract shall be Shanghai, the principal place of business of TÜV SÜD Certification and Testing (China) Co., Ltd.</p>
---	--