

General Certification Terms and Conditions (GCTC) of DEKRA Certification Sp. z o.o.

1. Scope of application

- 1.1 These GCTC shall apply to all relations resulting from contracts concluded between the Mandator and DEKRA Certification Sp. z o.o. for services provided by DEKRA Certification Sp. z o.o., in particular those related to the assessment of systems (management) and processes and/or certification carried out by DEKRA Certification Sp. z o.o. These GCTC do not cover neither the assessment and testing of products nor the assessment of personnel qualifications.
- 1.2 In addition, the Detailed Certification Terms and Conditions apply also to individual products.

2. Definitions

- 2.1 **"Accreditation Bodies"** hereinafter shall mean all entities, licensors and accreditation authorities that have granted DEKRA Certification Sp. z o.o. accreditation/admission to carry out certification on the basis of relevant standards, regulations or agreements concerning customer certification.
- 2.2 The term **"Audit"** further describes all types of audits of particular standards and accrediting entities, such as: certification audits, supervisory audits, re-certification audits, complementary audits, supplementary, controls, controls of implemented improvement measures, stricter controls, inspections, observations, simultaneous audits and special audits.
- 2.3 **DEKRA Mark** - a mark awarded to the Mandator, drawn up on the basis of the design included in the appendix to these GCTC.
- 2.4 **Certificate** - certificates, declarations of conformity and similar certificates issued by DEKRA Certification Sp. z o.o.
- 2.5 **Requirements related to certification** include all acts, standards, directives, regulations, provisions, guidelines and other requirements of the legislator or accrediting entity, on the basis of which DEKRA Certification Sp. z o.o. conducts verifications, audits and/or certificates of the Mandator.
- 2.6 **Certification procedure** - the procedure described in point 4 of these GCTC.

3. Audits

- 3.1 Appointment of auditors
- 3.1.1 DEKRA Certification Sp. z o.o. has the right to appoint both internal and external auditors and experts to provide services under the concluded contracts.
- 3.1.2 DEKRA Certification Sp. z o.o. shall appoint only auditors and experts with appropriate qualifications and predispositions to conduct audits.
- 3.1.3 The Mandator is entitled to refuse to give consent to conduct an audit by an auditor appointed by DEKRA Certification Sp. z o.o. only if the cooperation with the auditor takes place in an incorrect manner or if the auditor for other important reasons is not qualified to perform the service. The Mandator shall immediately inform DEKRA Certification Sp. z o.o. of the refusal to conduct an audit by an auditor appointed by DEKRA Certification Sp. z o.o. with the reasons for the refusal. In such a case, DEKRA Certification Sp. z o.o. is obliged to appoint another auditor with appropriate qualifications in place of the rejected one.
- 3.1.4 In case of dismissal of the auditor directly before or during the audit, DEKRA Certification Sp. z o.o. shall indicate a substitute in due time. In relation to refusal to give consent to conduct an audit by a substituted auditor, §3.1.3 shall apply accordingly.
- 3.1.5 **Time limits and intervals for conducting audits**
- 3.1.6 The Mandator may indicate the proposed dates of audits. They will be subject to verification by DEKRA Certification Sp. z o.o. taking into account its own processing capacity and the practiced mode of audit execution. The deadlines indicated by the Customer are therefore non-binding and do not need to be observed by DEKRA Certification Sp. z o.o. DEKRA Certification Sp. z o.o. and the Principal shall agree

on binding dates for the audit in due time before the planned audit.

- 3.1.7 As a general rule, audits should be carried out within certain time frames. DEKRA Certification Sp. z o.o. shall inform the Mandator about the time periods in which the audits must be carried out. In order to determine the exact date of the audit, the Mandator shall contact DEKRA Certification Sp. z o.o. sufficiently in advance and determine the date of the audit so that DEKRA Certification Sp. z o.o. can complete the audit within the specified time periods. If the Principal fails to cooperate in agreeing on the date of the audit and as a result the audit cannot be carried out or cannot be carried out on time, DEKRA Certification Sp. z o.o. shall be entitled to terminate the contract without notice in accordance with the provisions of the General Commercial Terms and Conditions (GCTC). This is without prejudice to any further claims for damages or other requirements or obligations. DEKRA Certification Sp. z o.o. in the case of granting a certificate and/or DEKRA mark, is also entitled to suspend or revoke the certificate or DEKRA mark pursuant to the provisions of § 5.11.

- 3.1.8 If the Client interrupts the commenced audit or if DEKRA Certification Sp. z o.o. interrupts the commenced audit and the interruption results from reasons attributable to the Mandator, the Mandator shall be obliged to compensate DEKRA Certification Sp. z o.o. for the costs incurred by DEKRA Certification Sp. z o.o., which DEKRA Certification Sp. z o.o. incurred for the preparation and/or ineffective provision of services related to the audit and which are related to the postponement of the audit.

- 3.1.9 If in the place or area where DEKRA Certification Sp. z o.o. intends to carry out an audit, circumstances preventing the conduct of the audit occur due to circumstances classified as force majeure, in particular such as serious difficulties occur, such as in particular force majeure, riots, acts of war or terrorism, DEKRA Certification Sp. z o.o. shall be exempt from the obligation to perform an audit even if it is delayed in doing so. The Parties to the Agreement shall inform each other of such difficulties and shall adjust their commitments in line with changed circumstances.

4. Conduct of the certification procedure

- 4.1 Conduct of the procedure
- 4.1.1 If the agreement is concluded to carry out the certification process and the course of the procedure does not provide otherwise, the certification procedure is divided into two parts: first certification audit, during which the certificate is granted for the first time, or recertification audit, during which the certificate is granted again, and systematic surveillance audits, carried out in the phases between the first certification and recertification or between recertification and the next recertification.

- 4.1.2 If during the audit DEKRA Certification Sp. z o.o. finds any irregularities preventing an audit from taking place which the Mandator does not rectify by the deadline set by DEKRA Certification Sp. z o.o., DEKRA Certification Sp. z o.o. shall be entitled to terminate the contract without notice according to the provisions of the General Commercial Terms and Conditions (GCTC). This is without prejudice to any further claims for damages or other requirements or obligations.

4.2 First certification audit

- 4.2.1 Unless the agreement provides otherwise, the first certification audit is carried out in two phases: readiness analysis together with documentation review (phase one) and on-site audit at the Mandator's location or locations (phase two). After the completion of the second phase, an audit report is prepared. The results of the first phase may cause the

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- necessity to introduce changes in the planning of the second phase, such as: duration of the audit, composition of the audit team or the date of the audit. In principle, the first phase of the audit is also carried out on site at the Mandator's location or locations.
- 4.2.2 The period between the end of phase one and the start of phase two may not exceed six months. If it is not possible to comply with this six-month period for reasons for which the Mandator is responsible, the Mandator shall be obliged to repeat the first phase and to pay the relevant fee, the amount of which shall be determined on the basis of a separate offer.
- 4.2.3 The first certification audit must be commenced within a period not exceeding one year from the date of conclusion of the agreement.
- 4.3 **Supervisory audits**
During the period of validity of the certificate, the Mandator, on the basis of conditions included in the contract, established by the accreditation body or specified by the Act, is obliged in due time to join the supervisory audit carried out by DEKRA Certification Sp. z o.o.
- 4.4 **Recertification audit**
According to the detailed provisions of the contract, in order to extend the validity of the certificate, the recertification audit is usually conducted after three or five years from the date of granting the certificate, the recertification audit must be carried out before the lapse of validity of the certificate, and is carried out in accordance with the procedure provided for in the certification audit.
- 4.5 **Complementary audit/Complaint against the Mandator/ Complaint**
- 4.5.1 If during the audit any irregularities/incompatibilities are found or DEKRA Certification Sp. z o.o. receives a complaint against the Mandator, DEKRA Certification Sp. z o.o. may order an additional audit. In this case, the prices in the current price list shall apply.
- 4.5.2 A complaint against the Mandator shall mean a statement by a third party that the Mandator does not meet the certification conditions or does not comply with the certification requirements, the rules for the use of certificates, DEKRA marks or other objects of use made available. If the complaint is received directly by the Mandator, the Mandator is obliged to immediately inform about this fact DEKRA Certification Sp. z o.o.
The Mandator shall keep a record of all complaints made known to it relating to compliance with certification requirements. The Mandator shall make these records available to DEKRA requested. The Mandator shall also take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification and shall document the actions taken. Verification of this commitment by DEKRA, may also be specified in separate documents.
- 4.5.3 During the term of the contract with DEKRA Certification Sp. z o.o., the Mandator shall keep all documents and information relating to complaints available to DEKRA Certification free of charge and without delay so that DEKRA Certification can evaluate the complaint.
- 4.5.4 DEKRA Certification Sp. z o.o. is also entitled to conduct complementary audits with a short notice period. Such audits may be carried out in particular if DEKRA Certification Sp. z o.o. has knowledge of the grounds for possible withdrawal of the certificate or complaints in order to examine the complaint and in the case of changes in standards, guidelines or agreements serving as a basis for certification. The complementary audit shall be conducted on the basis of a separate price offer of DEKRA Certification Sp. z o.o.
- 4.5.5 Complementary audits shall be carried out within the time limit specified by DEKRA Certification Sp. z o.o.
- 4.6 **Observation audits / Simultaneous audits / Special audits**
- 4.6.1 The Mandator shall permit DEKRA Certification Sp. z o.o. employees or persons entitled by the bodies accrediting the Mandator to carry out observation audits, simultaneous audits or special audits in all locations of the Mandator. The Mandator undertakes to enable observational audits, simultaneous audits or special audits also to manufacturers and subcontractors of the Mandator.
- 4.6.2 In case the Client submits a request for extending the scope of the granted certificate, DEKRA Certification may carry out a special audit at the Mandator's expense or extend the scope of the audit requested by the Mandator in connection with a supervisory audit.
- 4.7 **Certification decision**
- 4.7.1 DEKRA Certification Sp. z o.o. after conducting a certification audit, recertification audit or supervisory audit issues a decision on granting the certificate, extending the certificate, maintaining the certificate or extending the scope of the certificate (if applicable). DEKRA Certification Sp. z o.o. shall make a decision at its own discretion, on the basis of relevant standards and rules and on the basis of information and documents obtained during audits.
- 4.7.2 If the decision of DEKRA Certification Sp. z o.o. is positive - pursuant to the provisions of the concluded agreement - the Mandator will be granted a certificate and DEKRA certification mark or information on the continued existence of the certificate will be provided to the Mandator.
- 4.7.3 If the Mandator, due to non-compliance with all requirements, in the opinion of DEKRA Certification Sp. z o.o. does not meet the conditions for holding the certificate, the decision is negative, i.e. there is a refusal to grant the certificate or the granted certificate is revoked or suspended, about which DEKRA Certification Sp. z o.o. informs the Mandator. The granting of a certificate may be subject to additional requirements. For example, the Principal may be required to remove the discrepancies. Any discrepancies or potential for improvement identified during the audit will be discussed with the Mandator during the meeting closing the audit. In the event of non-compliance, the Mandator is obliged to conduct an analysis of the reasons for the non-compliance and perform all necessary corrective actions aimed at removing the discrepancies. The condition for obtaining (and retaining) the certificate is effective removal by the Mandator of all discrepancies in the time set by the auditor and a positive assessment of these actions made by the auditor. An additional requirement may also include repeated verification, i.e. complementary audit or review of documentation.
- 4.8 Appeals and complaints**
- 4.8.1 The Mandator has the right to lodge complaints / appeal with DEKRA Certification Sp. z o.o. concerning the certification process or the operation of DEKRA Certification Sp. z o.o. A complaint or appeal should be submitted in writing to DEKRA Certification Sp. z o.o. Complaints / appeals are dealt with by persons who have not previously been involved in the matter of complaint. DEKRA Certification Sp. z o.o. informs the Mandator about the manner of handling the complaint or appeal. If the Mandator is not satisfied with the way the appeal is handled, the common court is competent to hear the dispute over the registered office of DEKRA

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- Certification Sp. z o.o.. The procedure for dealing with complaints and appeals is available on the unit's website
- 4.9 Changes of certification procedure**
- 4.9.1 Course of particular certification procedure may be changed depending on current requirements of certification bodies or DEKRA Certification Sp. z o.o.
- 4.9.2 DEKRA Certification Sp. z o.o. shall inform the Mandator via e-mail or in writing about possible change of certification procedure.
- 5. Award and use of certificates, DEKRA mark and documents**
- 5.1 If the Mandator is granted a certificate or documents such as reports (collectively referred to as "objects of use") or are made available to the Mandator, the Mandator shall acquire the right to use the object of use in accordance with the following provisions.
- 5.2 DEKRA Certification Sp. z o.o. shall remain the owner of the object of use and of the protection rights for trademarks and copyrights covering the object of use. DEKRA Certification Sp. z o.o., by granting or transferring the object of use to the Mandator, does not grant him the exclusive right to use it in the following scope.
- 5.3 If and to the extent that the scope of the contract includes group (multi-site) certification, the head office shall, in respect of the right of use granted to it, acquire the right to sublicense the locations included in the group certification if the location concerned has declared that it will comply with these GCTC as if it was the Mandator itself.. Such a location, within the scope of the granted right of use, does not acquire the right to further sublicense. The Mandator shall be obliged to immediately withdraw the right to use the location if this location fulfils the conditions specified in § 5.11 of these GCTC. The Mandator shall inform DEKRA Certification Sp. z o.o. of such event immediately. If a given location fulfils the conditions of § 5.11 of these GCTC, DEKRA Certification Sp. z o.o. shall be entitled to immediately withdraw the right to grant sub-licences granted to the head office. In other cases, the Mandator shall not be entitled to transfer the right of use granted to him to third parties or to grant them sub-licences on account of the holding of these rights. A certified person shall not be entitled to transfer or sublicense to third parties any right of use granted to it on the account of the holding of those rights.
- 5.4 Lacking other agreements, the Usage Object was designed for use in the country in which DEKRA Certification Sp. z o.o. has its legal headquarters; use outside this country will only take place at the responsibility of the client and the liability of DEKRA Certification Sp. z o.o. is thus excluded.
- 5.5 The object of use may not be used in a manner that could damage the reputation of DEKRA Certification Sp. z o.o. or in a manner that could be misinterpreted. The Mandator undertakes to use the object of use only in accordance with the applicable law, in particular in accordance with the Act on Combating Unfair Competition. The object of use may be used in the form in which it has been assigned and transferred. Modifications of the design, color or text are not allowed. The Mandator is not entitled to use the object of use in a fragmentary manner, i.e. the object of use may only be used in its entirety.
- 5.6 If the object of use is transferred to the Mandator also in electronic form, the Mandator shall be entitled to make changes to the object of use in terms of its size. The font size can only be reduced to Arial 4. The text on the object of use must remain legible and the proportions between the text and the DEKRA mark must not be affected.
- 5.7 The Mandator is obliged to maintain the relationship between the object of use and the object of certification, presenting the object of use only in a way that enables average consumers to perceive it in the context of a marking that confirms the verification, evaluation and/or certification of activities, processes, systems or qualifications. The object of use may only be used in connection with the activities, processes, systems or qualifications for which it was granted and only to demonstrate that those activities, processes, systems or qualifications comply with the guidelines on the basis of which they were verified, evaluated and/or certified. The Customer shall not be entitled to use the object of use for advertising purposes and shall not give the impression that DEKRA Certification Sp. z o.o. has assessed a specific product. The object of use may not be used in the event of changes in the object of certification.
- 5.8 When the Usage Object is used, the impression must not be given that the certification is valid for activities or locations outside the area for which the certification is valid.
- 5.9 DEKRA Certification Sp. z o.o. shall not be liable for any unauthorized use of the object of use.
- 5.10 The object of use may only be used for the period of validity indicated on it and until the certificate is suspended or revoked. If the period of validity of the certificate expires before the recertification is carried out, the certificate and the DEKRA mark may not be used until a new certificate has been granted.
- 5.11 DEKRA Certification Sp. z o.o. shall be entitled at any time to limit, suspend, revoke the certificate, if:
- the conditions for granting the certificate are not met, in particular in the case of providing incomplete or false data in the certification procedure;
 - the Mandator shall not fulfil the obligations imposed on him in connection with certification, in particular the obligation to inform about changes, or shall not fulfil the obligations arising from the agreement concluded with DEKRA Certification Sp. z o.o., including the obligations concerning payments;
 - the certification agreement concluded between the Mandator and DEKRA Certification Sp. z o.o. will expire;
 - the object of use will not be used in accordance with these terms of use;
 - the required supervisory audit or any other audit ordered by DEKRA Certification Sp. z o.o. shall not take place within the set time limit or shall not be conducted in full;
 - failure to meet the requirements specified by DEKRA Certification Sp. z o.o., which was detected during the supervision period;
 - the result of the audit is negative and the found discrepancies have not been removed within the time limit set by DEKRA Certification Sp. z o.o.;
 - the agreement has been terminated by the Mandator;
 - there are other reasons for revoking the certificate on the basis of these GCTC or the agreement;
 - the Mandator shall request the suspension of the certificate itself.
- 5.12 DEKRA Certification Sp. z o.o. upon withdrawal of the certificate is entitled to terminate the contract without notice in accordance with the provisions of the General Commercial Terms and Conditions (GCTC). This is without prejudice to any further claims for damages or other claims.
- 5.13 After withdrawal of the certificate or expiry of the validity of the certificate, the Mandator is obliged to stop using the object of use in any way, in particular

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- to abandon all advertising activities related to the object of use or service provided on this account by DEKRA Certification Sp. z o.o. The Mandator shall also be obliged to return any documents related to the certification process which DEKRA Certification Sp. z o.o. requests to be issued. Original certificates and any duplicates must be returned to DEKRA Certification Sp. z o.o.
- 5.14 DEKRA Certification Sp. z o.o. shall not be liable for damages (in particular, actual damages, indirect and consequential damages, lost profits) and any other negative consequences (not only financial) incurred on the part of the Mandator due to justified withdrawal of the certificate.
- 6. Use of the DEKRA logo**
- 6.1 If the granted certificate, mark or document bears the DEKRA logo, point 5 of these GCTC shall apply. In other cases, the Mandator shall not be entitled to use the DEKRA Certification Sp. z o.o. name, its affiliated companies or the DEKRA logo.
- 6.2 The Mandator shall not give the impression that they remain with DEKRA Certification Sp. z o.o. or its affiliated company in any legal relationship or other relationship of a similar nature or that they act for DEKRA Certification Sp. z o.o. or its affiliated company.
- 7. Use of the accreditation body's logo**
- The Mandator shall not be granted the right to use the logo of accrediting entities, unless the right of use is specified in a separate agreement.
- 8. Obligations of the Mandator**
- The Mandator is obliged to meet the certification requirements and to immediately inform DEKRA Certification Sp. z o.o. of any changes that may affect the fulfilment of the conditions for granting the certificate or maintaining the certificate such as e.g. change of legal status, scope of activity covered by the certified management system or address for the contact and places of business, etc.
- Non-compliance with the obligations specified in point 8 may render DEKRA Certification Sp. z o.o. unable to perform the service. and the necessity to discontinue the audit and/or certification procedure.
- In case of changes concerning certification requirements, DEKRA Certification Sp. z o.o. shall notify the Mandator to whom such changes relate of the content of the changes introduced and the consequences resulting therefrom for the Mandator.
- 9. Preparation of the audit**
- In order to carry out the audit and certification, the Mandator undertakes to prepare before the audit generally required documents/information or additional documents and information requested for this purpose by DEKRA Certification Sp. z o.o. and to make them available in due time, no later than on the audit date.
- The Mandator undertakes to inform DEKRA Certification Sp. z o.o. auditors during the opening meeting about the occupational risk occurring in the area of the organization and about the rules of protection against the existing threats.
- 9.1 **Conduction of the audit**
- 9.2.1 Within the scope of audits and certification, the Mandator undertakes to make available to DEKRA Certification Sp. z o.o. all the required and relevant information and documents in a fair, complete and timely manner. Documentation must be provided either in the form of copy, or in such a way as to enable it to be consulted. At the request of DEKRA Certification Sp. z o.o., the Mandator shall be obliged to deliver to DEKRA Certification Sp. z o.o. the additional representative samples of the documentation. Possible costs associated with the provision of documentation shall be borne by the Mandator.
- The Mandator is obliged to inform about any events and circumstances that may affect the execution of the order. In order to clarify possible specific issues, the Mandator or the employees indicated by the Mandator during the entire audit must be at the disposal of the auditor.
- 9.2.2 At the moment of disclosing the information to the auditor, the Employer is responsible for maintaining the obligation of confidentiality (legally protected, professional and resulting from the code of professional ethics - if applicable) and the obligation of privacy and data protection.
- 9.2.3 The Mandator at the audit site shall be obliged to make available premises suitable for its performance.
- 9.3 Post-certification surveillance phase**
- After obtaining the certificate, the Mandator undertakes, throughout the entire period of validity of the certificate, to continuously take care of the validity of the standards and systems certified in the certificate and subject them to audits based on the precise guidelines of this agreement.
- 10. Confidentiality and data protection**
- 10.1 Confidentiality
- 10.1.1 "**Confidential information**" means all technical, legal and fiscal information, design, development, marketing and other information (including data, records and know-how) and personal data which the customer makes available directly or indirectly under the contract with DEKRA Certification Sp. z o.o. or about which DEKRA Certification Sp. z o.o. acquires knowledge in any other way.
- 10.2 Information shall not be considered confidential if:
- at the time of its acquisition by DEKRA Certification Sp. z o.o. it was already known to the public or was made public without breaching the provisions of this agreement;
 - at the time of its acquisition by DEKRA Certification Sp. z o.o. from the Mandator it was already known to DEKRA Certification Sp. z o.o.;
 - DEKRA Certification Sp. z o.o. prior to the conclusion of the contract, obtained the contract from a third party or obtained it from a third party after the conclusion of the contract without breaching the terms of the contract, provided that the third party acquired the confidential information lawfully and did not breach its obligation of confidentiality at the time of its transmission
 - DEKRA Certification Sp. z o.o. developed it independently from confidential information
- 10.3. DEKRA Certification Sp. z o.o. undertakes to treat the information as confidential and not to transmit or disclose it in any other way to third parties and to take appropriate precautions to protect confidential information. DEKRA Certification Sp. z o.o. is entitled to use confidential information only for purposes related to preparation, evaluation and the performance of the agreement. Their use in any other way for their own or for the benefit of third parties is not permitted.
- 10.4 DEKRA Certification Sp. z o.o. is entitled to disclose confidential information necessary for proper execution of the subject of the agreement to its employees and other persons permanently cooperating with DEKRA Certification Sp. z o.o. on the basis of concluded civil law agreements, including in particular external experts cooperating with DEKRA, involved in the staff certification process, who signed a confidentiality declaration. Dekra Certification Sp. z o.o. may disclose confidential information to affiliated companies within the meaning

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- of the provisions of the Commercial Companies Code (to companies from the DEKRA Group and the entities carrying out certification activities on behalf of DEKRA Certification Sp. z o.o.)
- 10.5 Obligations of confidentiality shall not apply when:
- The Mandator has previously consented in writing to the transmission of confidential information relating to a specific case;
 - DEKRA Certification Sp. z o.o. is obliged to disclose confidential information pursuant to the Act, court decision, ordinance of a state administration body or other state institution or on the basis of regulations of an accrediting entity.
- 10.6 If DEKRA Certification Sp. z o.o. will make confidential information available to third parties, undertakes to inform the Mandator about this fact. This obligation does not apply to the transfer of information to other companies of the DEKRA Group and entities carrying out certification activities on behalf of DEKRA Certification Sp. z o.o.
- 10.7 In the event of a complaint against the Mandator - DEKRA Certification, the Mandator and the complainant shall agree on, if any, making confidential information public, in particular the subject matter of the complaint.
- 10.8 DEKRA Certification Sp. z o.o., in order to properly keep files and archives, shall be entitled to store confidential information also after the expiry of the agreement concluded with the Mandator.
- 11 Prices**
- DEKRA Certification Sp. z o.o. calculated the prices agreed in the contract on the basis of the Mandator's data concerning the company. In the event of a change in the situation of the company or in the applied standards or regulations, the type, scope and programme of audits may be changed. In such a case, the concluded contract no longer fulfils its purpose. DEKRA Certification Sp. z o.o. shall submit a new offer to the Mandator for this purpose, including new prices and, if applicable, new terms and conditions of cooperation. If the customer accepts the new offer, the new modified agreement applies. If the Client does not accept the new offer, DEKRA Certification Sp. z o.o. shall be entitled to terminate the agreement without notice in an extraordinary procedure and - if a certificate has been granted - to withdraw the certificate/mark of DEKRA pursuant to the detailed provisions of § 5.11.
- 12 Multi-branch/group (multi-site) certification procedures**
- In the case of multi-site audits, the headquarters must impose on the sites an obligation to comply with these GCTC.
- 13 Subcontracting**
- The Mandator agrees to employ subcontractors by DEKRA Certification Sp. z o.o. with the reservation that the decision on granting, maintaining, extending, expanding, limiting, suspending or withdrawing the certificate of DEKRA Certification Sp. z o.o. is always made by DEKRA Certification Sp. z o.o. on its own.
- 14 Terms and conditions of certification of multi-branch/group organizations (ISO 9001, ISO 50001, ISO 14001, OHSAS, PN-N-18001, ISO 45001, SCC, SCP, ISO 27001, AZAV, ISO 20000-1)**
- In the case of multi-branch certification, additional accreditation requirements must be met. As part of the audit (based on the calculation of the audit time and the price for the audit), the conditions for the application of the multi-branch procedure will be checked. If the conditions are not met, the locations / members of the organization must be subject to individual certification.
- 14.1 General Terms and Conditions for the certification of a multi-branch organization:
- Multi-branch certification is only possible if all conditions are fulfilled without exception and are guaranteed by the headquarters. The organisation must have headquarters where specific activities are planned, controlled and managed. The headquarters must be part of an organization and cannot be assigned to an external organization / third party. The head office must have an organisational structure and legally recognised jurisdictions to define, establish and maintain a unified management system. The headquarters must have direct access to the parties in order to enforce the funds.
 - The organization must have a network of local offices or branches (locations) where all or part of the activities are carried out. The locations undertake to maintain the central management system by signing a declaration which also gives the control authority of the headquarters to control the single management system..
 - There must be a legal or contractual link between the headquarters of the organisation and its locations. This is guaranteed where, in the case of a parent company and a separate legal entity/subsidiary, the parent company has the means to substantially influence and control the business activities of a separate legal entity/subsidiary, and the influence and control are legally enforceable in other countries and function flawlessly. In particular, there must be one of any of the following conditions (in the case of parent companies):
 - (1) Has a direct or indirect majority of votes at the general meeting of shareholders or at the general meeting, also as a pledgee or user, or in the management board of another company (subsidiary), also on the basis of agreements with other persons, or
 - (2) is entitled to appoint or dismiss the majority of members of the management board of another company (subsidiary) or cooperative (subsidiary cooperative), also on the basis of agreements with other persons, or
 - (3) is entitled to appoint or dismiss the majority of members of the supervisory board of another company (subsidiary) or cooperative (subsidiary cooperative), also on the basis of agreements with other persons, or
 - (4) the members of its management board constitute more than half of the members of the management board of another company (subsidiary) or cooperative (subsidiary cooperative), or
 - (5) directly or indirectly holds the majority of votes in the subsidiary partnership or at the general meeting of the subsidiary partnership, also on the basis of agreements with other persons, or
 - (6) exerts a decisive influence on the activity of a subsidiary or a subsidiary cooperative, in particular on the basis of agreements specified in Article 7 of the Polish Commercial Companies Code (agreement on the management of a subsidiary or on the transfer of profits).
 - All locations must operate under the same common management system, which is drawn up, implemented and regularly monitored by headquarters. The organization's management system must be centrally managed on the basis of the central management plan and must be subject to central management review.
 - All significant locations (including the central administrative function) must be subject to the internal audit plan of the organization and audited in accordance with this plan, before the audit by DEKRA Certification Sp. z o.o. takes place.

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- The organization must demonstrate that the management system has been implemented by the headquarters in accordance with the requirements of the standard and that the entire organization meets the requirements of this standard. This must include the application of relevant laws and directives in the organization.
 - The organization must demonstrate its ability to collect and analyze data from all locations including the headquarters (including, but not limited to the following points) and demonstrate its right and ability to make necessary organizational changes where necessary. This includes, but is not limited to:
 - system documentation and system changes;
 - management review;
 - complaints;
 - evaluation of corrective actions;
 - internal audit plan and results evaluation;
 - statutory and regulatory requirements concerning the applicable standard(s)
 - determination of environmental aspects and associated impacts for: environmental management system and various legal requirements (only for ISO 14001).
 - The headquarters must have the power to impose corrective measures, if necessary, in any of the locations. These actions should be laid down in writing in the form of an agreement between the headquarters and the location.
 - Between the headquarters (as well as all locations identified for the certification process) and the certification body has a contractual relationship.
 - Audits at the headquarters must also include verification of location connections and vice versa.
 - All relevant processes must be evaluated at each location.
 - The headquarters receives audit reports. It is also responsible for the implementation of corrective actions at the locations;
 - The headquarters receives a certificate for the entire system. The sub-certificates must be clearly identifiable with the main certificate and must not give the impression that the location/legal entity has been audited individually (Being certified is the Mandator's organization). The list of audited locations and their full addresses are available in an annex to the certificate.
 - All locations must meet the conditions for retaining the certificate.
- 15. Supplementary criteria for the certification of multi-branch organisations using the sampling procedure:**
- Products and services provided by all locations must be largely similar and performed or implemented accordingly with the same methods and procedures.
 - The size of the audit sample is calculated on the basis of current accreditation guidelines.
 - DEKRA Certification Sp. z o.o. selects the location to be assessed. Locations/legal entities where critical processes are carried out must be assessed before a certificate is issued. In the case of a location outside Poland, it is necessary to take into account country-specific requirements during the audit.
 - The headquarters will be included in the annual supervisory audit.
 - Internal audit reports from individual locations must be available for inspection at the headquarters as part of the audit.
- 15.1. Special criteria**
- 15.1.1. Additional criteria for the SCC/SCP procedure**
Headquarters has to:
- Prove that the company's occupational health and safety services are provided in accordance with §§ 2 and 5 of the Working Environment Act
 - Prove that the risk assessment at the locations is carried out and documented in accordance with §§ 5 and 6 of the Working Environment Act.
 - Provide accident statistics for the headquarters and locations as described in the SCC document.
- 15.1.2. Additional criteria for ISO 27001 procedure**
- Each location included in the ISMS (Information Security Management System), which has a significant impact on the risk of assets or information, should be audited first (during phase 1 audit).
 - The number of locations that must be audited must be selected in accordance with the following requirements/criteria:
 - risk assessment,
 - different business objectives of the location,
 - complexity of ISMS (in particular locations),
 - diversity of tasks,
 - the potential interactions and dangers concerning information or assets handling sensitive information.
 - Samples must be selected at random (based on the points listed above) as well as not at random.
- 15.1.3 Additional criteria for ISO 45001, OHSAS, PN-N-18001 procedures:**
- The Mandator shall inform DEKRA Certification Sp. z o.o. Immediately about:
 - the occurrence of a serious incident such as a serious accident, for example, or
 - a breach of the law that requires the involvement of a competent regulatory authority.
 - Irrespective of the involvement of the competent regulatory authority, it may be necessary to carry out a special audit to examine whether the system has deteriorated and whether its functioning was effective. The result of a special audit may constitute the basis for DEKRA Certification Sp. z o.o. to take decisions regarding actions to be taken, including suspension or withdrawal of the certificate.
- 15.1.4. Additional criteria for the ISO 20000-1 procedure:**
- Number of locations (see sampling procedure) is selected to be audited in accordance with the following requirements/criteria:
 - the size of the locations or the use of temporary locations that are covered by the scheme but fall outside the scope of certification
 - services / operations at locations
 - clients
 - languages
 - other parties (internal groups, suppliers, customers acting as suppliers) involved in the provision of services
 - a consistent approach across all shifts:
An organisation with a high proportion of shift staff can be audited in a shorter time frame if each shift works in the same way.
This includes a review of records to confirm consistency of approach across all shifts. If the changes show consistency, all changes can be treated as one unit of action and the change can be used as an audit sample.
 - local differences in the Service Management System
 - legal requirements and regulations
 - The sample must be determined selectively (on the basis of the above points) and randomly.
- 15.1.5. Additional criteria for the ISO 50001 procedure:**
- The following energy efficiency requirements must be met and implemented at the headquarters:
 - a coherent energy planning process
 - consistent criteria for defining and adapting baselines, relevant variables and energy efficiency indicators

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- consistent criteria for setting objectives, specifications and action plans
- centralised processes for assessing applicability and the effectiveness of action plans and EnPIs
- centrally collected energy efficiency data to show the energy efficiency in the organization (if applicable).

16. Changes in the terms and conditions of the contract

- 16.1 DEKRA Certification Sp. z o.o. shall be entitled to change the terms of the contract, including these GCTC, in the event of a change in the certification requirements to such an extent that DEKRA Certification Sp. z o.o. shall be able to perform the contracted services in accordance with the certification requirements only after the change in the terms and conditions of the agreement.
- 16.2 DEKRA Certification Sp. z o.o. shall inform the Customer of any changes in the terms and conditions of the contract, including these GCTC, in advance at least three months prior to the planned change. The Mandator has the right to object to changes in the terms and conditions of the agreement within a specified period. Unless the Mandator objects within this period, the amended terms and conditions of the agreement, including these GCTC, shall be implemented and applied between the parties. In the event of an objection from the Mandator, both parties shall have the right to terminate the contract with one month's notice from the date of receipt of the objection by DEKRA Certification Sp. z o.o.

17. Invalidity of a provision

Should any provision of this agreement be invalid, the validity of the remaining provisions shall not be affected. The Parties undertake to enter into negotiations in such a case to supplement the agreement with regard to the invalid provisions.

Annex: design of the DEKRA mark

Wrocław 20.09.2021
