

# DQS Assessment and Certification Terms and Conditions

## 1. Assessment and Certification Services

### 1.1 Scope and Applicability

These DQS Assessment and Certification Terms and Conditions apply to all assessment and certification services offered and rendered to clients of the international DQS Group, including all its subsidiaries and partners. A current list of all members of the DQS Group is available at [www.dqs-holding.com](http://www.dqs-holding.com). These Terms and Conditions apply throughout all stages of the certification or assessment process, including but not limited to service offers and quotations, contracts, purchase and/or work orders, schedules and addendums agreed to between DQS and Client, unless it is otherwise explicitly agreed in writing or so prescribed by statutory instruments.

These Assessment and Certification Terms and Conditions become effective with immediate effect after their publication and remain valid until a new version is issued and published.

The current version of these regulations is available in English language at [https://dqsus.com/wp-content/uploads/2018/07/CF10\\_US-Rev-11-28-2017-Effective-1-1-18.pdf](https://dqsus.com/wp-content/uploads/2018/07/CF10_US-Rev-11-28-2017-Effective-1-1-18.pdf) or upon request from every DQS office.

### 1.2 Definition of terms

“Client” stands for customers and any organization that inquiries about or receives any DQS certification or assessment service, including their representatives, who act on their behalf.

“DQS” stands for any group member of the international DQS Group, including its subsidiaries and partners, who offer and/or deliver certification and assessment services to clients.

“Assessment” stands for any systematic DQS activity for obtaining objective evidence and evaluating it objectively to determine the extent to which defined criteria are fulfilled; it may be also referred as “audit”.

“Assessor” stands for assessors, auditors and experts, who are assigned to a certification and assessment process on behalf of the DQS group.

### 1.3 Assessment and Certification Services

The assessment and certification of a management system by an independent, competent third party, such as DQS, generates valuable benefits for the client. A DQS certificate will serve as evidence for a suitable and effective management system with the capability to continuously meet customer expectations as well as regulatory and statutory requirements.

During an assessment qualified and experienced assessors review the management system and its processes for ongoing suitability and effectiveness in light of changing markets and environment. By identifying improvement potential, assessors enhance the organization’s ability to meet established goals and objectives, thus enhancing sustainable success for the client. With a DQS certificate customers may place confidence on the client and the certified management system, which has been assessed and certified to recognized standards and specifications.

### 1.4 Reference to individual contract and commercial terms; contractual relationship to the accredited DQS office

These DQS Assessment and Certification Terms and Conditions are an integral part of any and all certification and assessment agreements between Clients and DQS. Such agreements will always specify the individual type and nature of services offered and rendered, including pricing and timing. Furthermore, the parties will establish commercial terms, which will usually be specific to the country of service delivery and/or the country of residence of the contractual partners. Such commercial terms may include clauses

on legal representation, jurisdiction, liability, tax, terms of payment and others, defined in the agreement itself or a respective reference document and addendum to the agreement.

Whenever a local DQS office provides a service under authorization or accreditation of another DQS office, it acts in name and in behalf on the respective authorized/accredited office. Acceptance of the local offer and signature of the local contract constitutes also a legal binding certification contract between client and authorized/accredited DQS office. Operational, financial and legal responsibility for activities under a specific accreditation remain always under responsibility of the accredited DQS office.

## 2. The Certification Process

DQS assesses the Client's management system, or parts thereof, with the goal of determining its conformity with agreed and acknowledged requirements, such as international, national or sector-specific standards or specifications. The respective assessment process may involve one or more steps, usually ending with an assessment report, which documents the assessment results. In the case of certification services DQS will issue a customer-specific certificate, confirming conformity to the respective requirements, when the fulfillment of all applicable requirements has been evident.

If nonconformities with requirements of the respective standard or specification have been identified during an assessment, corrective action shall be planned and carried out by Client within a specified time frame. Certificates will only be issued after the effective deployment of suitable corrective action has been demonstrated. The scope and duration of validity shall be stated on the certificate.

All audit findings are based on a sampling process, targeted towards reliable evidence for effective implementation and compliance of the management system. Further business aspects may exist, positive or negative, which have not been reviewed by the audit team. It is the sole organization's responsibility to investigate and evaluate the potential impact and scope of findings, thus continuously ensuring full compliance to the applied standard(s). In cases of non-compliance, DQS is not liable.

DQS and Client agree that the evaluation and/or certification of the Client's management system(s) shall be performed in accordance with the applicable standards, the industry related requirements (if applicable) and the Assessment and Certification Agreement, including this document and any documents attached thereto or referred to therein.

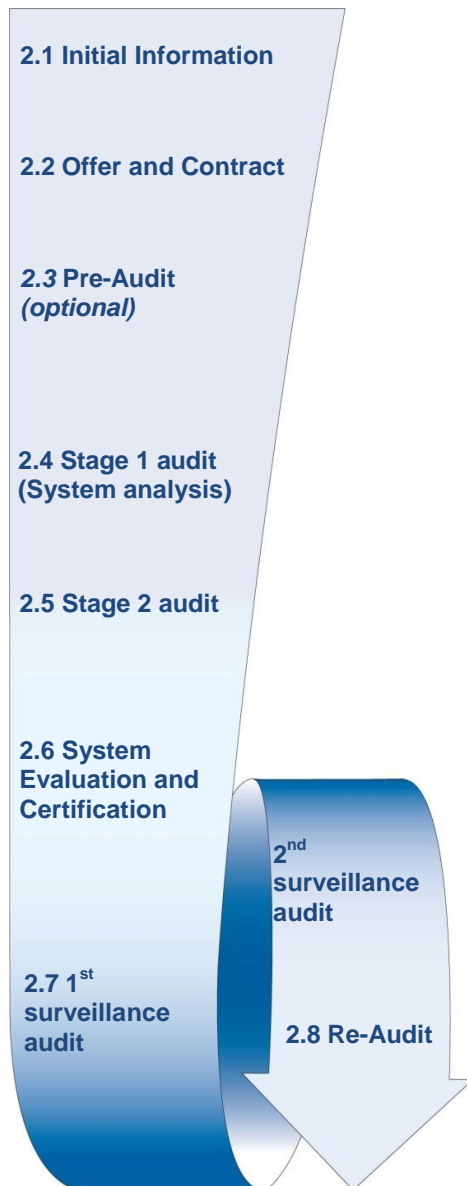
DQS is independent, neutral and objective in its assessments and certifications. Assessments are performed at Client's place of operations (on-site) but may be complemented by remote auditing activities (off-site).. The type, extent and time schedule of the procedure are subject to separate agreement by the parties. DQS strives to minimize any disturbances of the business process while conducting the assessment on Client's premises.

The Certification Process will generally include the following steps:

- 2.1** The process starts with the client's needs and expectations. DQS wants to learn about the client's organization, its management system, size and types of operation. Together both parties will define objectives for the assessment and/or certification, including applicable standards and specifications.
- 2.2** DQS-UL is a fee for services organization, with such fees based upon industry specific tables or time agreed to with client and the applicable day rate for such services. DQS will provide a detailed offer for assessment and certification services, tailored to individual client needs, based on the information provided initially. A written contract will specify all relevant deliverables as well as applicable assessment and certification criteria.

**2.3** A pre-audit can serve as initial performance or gap analysis, identifying strengths and areas for improvement. For larger assessment and certification projects a project planning meeting provides a valuable opportunity for the client to meet the lead assessor and develop a customized assessment plan for all functions and locations involved. Both services are optional.

**2.4** Stage 1 audit (System analysis): The assessment procedure itself begins with review and evaluation of system documentation, goals, results of management review and internal audits. During this process, it will be determined whether the client's management system is sufficiently developed and ready for certification. The assessor will explain findings and coordinate any required activities to prepare for the on-site system assessment.



**2.5** Stage 2 audit: The assigned auditor team will audit the client's management system at the place of production or service delivery. Applying defined management system standards and specifications, the assessment team will evaluate the effectiveness of all functional areas as well as all management system processes, based upon observations, inspections, interviews, review of pertinent records, and other assessment techniques. The audit result, including all findings will be presented to the client during the closing meeting. Required action plans will be agreed upon as necessary.

**2.6** System Evaluation: The independent certification function of DQS will evaluate the audit process and its results, and decide independently about issuance of the certificate. The client receives an audit report, documenting the audit results. When all applicable requirements are fulfilled the client also receives the certificate.

**2.7** Surveillance audits: Either semi-annually or at least once per calendar year, there will be an on-site audit of the critical components of the management system. Improvement potential will be identified, with a focus on continual improvement and sustained effectiveness.

**2.8** Re-Audit: A management system certificate is valid for a limited period of time, frequently for a maximum of three years. At the end of this cycle, a re-audit will be carried out to ensure the ongoing fulfillment of all applicable requirements. Subject to this fulfillment, a new certificate will be issued.

For sector specific standard, the described certification process may differ.

## 3. Rights and Obligations of Client

### 3.1 Maintaining the Management System

In order to obtain and maintain a certificate, the Client shall implement and maintain a documented management system which fulfills the requirements of the selected standard or specification. The Client shall provide evidence of conformity and effectiveness of the assessed management system, readily available for assessment by the assigned assessment team. The Client shall undertake all necessary actions to ensure that the management system is maintained in a conforming and effective manner at all times.

### 3.2 Access to Information

The Client ensures that DQS has access to all necessary information and the requisite facilities to perform the assigned assessment tasks. The Client commits all nominated representatives and employees to provide the assessor with accurate and complete information in a timely manner concerning all processes which may be significant to the assessment. Within the scope of certified management systems, all records relating to complaints and their corrective actions shall be presented to DQS upon request.

### 3.3 Notification of Changes and Special Incidents

The Client is obliged to inform DQS without delay of any changes, which may influence the certified management system. This applies in particular to the purchase/sale of all or a portion of the company, any change in ownership, major changes in operations, fundamental alterations in processes, incidents such as a serious accident or a serious breach of regulation/ legal obligation necessitating the involvement of the competent regulatory authority, or the filing for bankruptcy or composition proceedings. In any of these cases, DQS will consult with Client and determine how the certificate may be maintained.

### 3.4 Independence of the Assessment

Client is obliged to avoid anything that might compromise the independence of the employees and assessors of DQS. This applies in particular to offers of consultancy, offers of employment, both salaried and sub-contracted, to separate agreements about fees or other monetary rewards.

### 3.5 Right to reject Assessor

Prior to confirmation of the assessment date, the Client is entitled to review and reject the assessor(s) assigned by DQS with proper justification. In that case, DQS will assign a replacement for the rejected assessor.

### 3.6 Confidentiality and Information Security

The documents provided to the Client by DQS, including the Marks and the DQS certification symbol, are protected by copyright. Client specifically acknowledges that all documents which are provided or made available by DQS for examination remain the property of DQS, and that they may be used only for the internal needs of Client and not made available to third parties or be used for purposes other than those agreed upon herein or in writing. Client is obliged to maintain strict confidentiality about any information revealed within the terms of this Agreement as well as of all knowledge of matters relating to DQS, its employees and assessors. This obligation also applies after termination of the contract. Client similarly accepts this obligation on behalf of any vicarious agents and auxiliary persons.

Client is permitted to forward the assessment report in its entirety. The forwarding of extracts is not permitted.

### 3.7 Right to use Certification and Marks

With a valid DQS certification, the Client is entitled to use the certificate and respective certification marks for promotion purposes according to the related rules published on the DQS website. Authorized use of copyrighted DQS Certified Management System Mark, the Registered Firm Mark and other Certification Marks (herein referred to as the "Marks") shall enhance confidence of customers in the Client's certified management system and the respective performance. These marks are frequently used on company stationery, in brochures, the Internet, at exhibitions, on vehicles or in advertisements, and are directly

associated with the certified organization and its management system. The use of certificates and marks is restricted to the scope and the period of validity of the certification and they shall not be used on a product nor product packaging nor in any other way that may be interpreted as denoting product conformity.

### **3.8 Appeals and Complaints**

Every Client of DQS has the right to have services performed within the agreed scope in such a way that all reasonable expectations and requirements are fulfilled. In case of non-fulfillment, the Client is entitled to file a complaint with the respective DQS Company. DQS will request information necessary for analysis and improvement.

In case of a difference of opinion with DQS assessors or a specific certification decision, the Client has the right to submit an appeal to the responsible DQS Company. If a solution cannot be worked out directly with the individuals concerned, Client may make a written appeal for resolution to the Top Management of the contracted DQS Company or, in a last instance, the Board of Arbitration whose decision shall be final.

### **3.9 Witness audits**

In order for DQS to maintain its accreditation, witness audits are required. There are two types: accreditation witness audits and DQS internal witness audits. The client is obligated to accept witness auditors. DQS is obligated to pay for all travel and living costs of the witness auditor(s).

## **4. Rights and Obligations of DQS**

### **4.1 Assessment of Management Systems**

DQS verifies the conformity and effectiveness of Client's certified management system by performing regular assessments (usually on a semi-annual or annual basis). For these assessment purposes DQS has the right to access Client's facilities within the framework of planned assessment visits, observe operations, inspect processes, products and services, interview employees and representatives, review documents and pertinent records, and to collect information with other assessment techniques. Should DQS receive information from third parties which dispute the conformity or effectiveness of a management system DQS has certified, it is entitled to perform additional, non-routine assessments after consulting with Client. In legally regulated areas, DQS is entitled to perform additional, unannounced assessments, whenever justified.

### **4.2 Accreditation and Authorization**

DQS is authorized by various accreditation bodies and other Government and Non-Government Authorities to issue assessment reports and certificates according to various standards and specifications. This includes the obligation to allow employees or auxiliary persons of these bodies to participate in assessments. According to the applicable accreditation and authorization rules, DQS allows these individuals access to both its own documents and Client-related data, subject to the confidentiality requirements set forth herein. In addition, whenever individual standards or specifications explicitly require, Client-related data and assessment results are passed on to these bodies. By accepting these Certification and Assessment Terms and Conditions the Client consents to the applicable accreditation and authorization requirements, including all of the foregoing.

DQS is entitled to assign specific assessment and certification tasks to other DQS Companies, holding the required accreditations or authorizations. Whenever certificates are issued by a DQS Company other than the Client's local DQS partner, all relevant rights and obligations herein apply equally to the accredited and certifying DQS Company.

### **4.3 Assignment of Assessors**

The assignment of competent assessors is the sole responsibility of DQS. DQS agrees to use only assessors, who are qualified for the task on the basis of their technical qualification, their experience and

their personal abilities. Assessors shall be authorized for the required standard(s) or specification(s) and will have appropriate experience in Client's area of operation as well as in management and auditing. In many cases DQS may assign an audit team, comprised of two or more assessors to a specific assessment or certification process. On request, DQS will submit a short CV of the selected assessor to the Client.

Should an assessor become unavailable before or during the assessment, DQS will strive to provide a suitable replacement assessor, as feasible.

#### **4.4 Scheduling Assessments**

DQS has the right to schedule assessments of the Client's management system. Assessments shall be scheduled at the mutual convenience of both parties within the time frames mandated by the applicable requirements. Assessment dates shall be agreed upon in writing. Once confirmed such assessment dates are binding. Individual assessment agreements may include provisions for compensation for canceling or postponing confirmed assessments.

In the case of complaints, in response to changes, or as a follow up action on suspension, short-notice and/or unannounced audits may be conducted.

#### **4.5 Issuance of certificate**

DQS shall issue a DQS Certificate (herein referred to as "Certificate") and deliver it to Client upon Client's fulfillment of all certification requirements and contractual obligations. The certification decision is the sole responsibility of the accredited and issuing DQS group company, based on the assessors' recommendation for issue and all assessment results, as recorded in the assessment report. DQS certificates are valid for a limited period of time, usually a maximum of three years, commencing from the date of issuance.

#### **4.6 Confidentiality and Data Protection**

DQS commits itself to protect the confidentiality of all confidential information of Client that is not publicly available and that is made available to DQS in the context of its activities on Client's premises, whether this information relates to internal matters of Client or to its business relations. This also applies to the verbal and written results of the assessment. DQS will disclose confidential information to third parties only with the written authorization of Client, unless explicitly provided otherwise in these Certification and Assessment Terms and Conditions. DQS retains records associated with assessments for a minimum of two certification cycles (usually six years). These commitments also apply after termination of the contract.

#### **4.7 Publicity**

DQS is entitled to maintain and publish a register of all Clients holding a current DQS certification. This publication contains the name and address of the certified organization as well as the scope and reference standard/specification and certification status. Client hereby consents to the publication of such information hereunder.

#### **4.8 Electronic Communication**

Notwithstanding the foregoing, Client hereby authorizes DQS to transmit unencrypted confidential information and other information through the Internet or a public network to e-mail addresses or other locations provided by Client. Client acknowledges that DQS cannot guarantee the privacy and confidentiality of such transmissions. Client agrees that DQS's transmission of confidential information via the Internet or other public network shall not be a breach of any confidentiality obligation under these Certification and Assessment Terms and Conditions and that DQS shall not be liable for any damages resulting from such transmissions, provided that such confidential information is handled with the same degree of care as DQS handles its confidential information.

If Client hyperlinks to DQS's web site, Client agrees: (i) the information contained on DQS's web site belongs to DQS; (ii) the linking web site will transfer the user directly to DQS's web site as posted by DQS without imposing any frames, browser windows or third-party content; and (iii) the linking web site may not state or imply that Client or its products or services are endorsed by DQS.

## 5. Certificates and Marks

### 5.1 Issuance of certificates and use of marks

DQS issues certificates confirming the conformity of the Client's management system to selected national and international standards as well as to recognized industry- or customer-specific requirements, when the Client has demonstrated in an assessment that all applicable requirements have been fulfilled. The Client is entitled to use the certificate and the related certification marks to promote confidence with business partners.

Upon issuance of a Certificate, an ongoing surveillance service will be established to ensure that conformity of the management system is maintained continuously. The establishment and maintenance of certification is contingent upon the execution of the assessment and certification agreement and the continued adherence to its terms and conditions by the Client.

Client agrees to cooperate with DQS in ascertaining the facts if it is reported that Client's management system, processes, goods or services are not in conformance with regulatory, statutory, certification or other applicable requirements, including sharing such information as Client acquires regarding the reported nonconformance, and to take and report to DQS on any corrective action necessary.

Client agrees that the surveillance service, such as advancement assessments, and any special assessments conducted by DQS are designed to serve only as a check on the means the Client exercises to determine conformance of its management system with certification requirements, and that Client is in no way relieved of its responsibility for its management system, processes, goods and services within the scope of certification.

Certificates and Certification Marks may not be transferred to successors in title or other organizations. After a certification has expired or has been suspended, withdrawn or annulled, Client must desist from any promotion or other use of the certification. Client agrees to return the certificate following expiration, withdrawal or annulment. The right of retention is specifically excluded.

Further information on the Marks is available at the websites of [DQS GmbH](#) as well as [-DQS Inc.](#)

### 5.2 Non-issuance of Certificates

DQS may only issue Certificates if all requirements of the selected standard(s), specifications and contracts have been fulfilled following the assessment (initial/re-assessment). In case of non-fulfillment, the assessor documents the shortcomings in a nonconformity report and/or otherwise identifies the restraints which must be complied with in order for a certificate to be issued.

All non-conformances or restraints shall be eliminated prior to the issuance of a DQS certificate. If necessary, DQS will repeat the assessment partially or in full. If the non-conformances have not been eliminated or if the prerequisites for the granting of a certificate have not been achieved even after follow-up assessments, the certification procedure will be concluded by the issuance of a report without a certificate.

### 5.3 Suspension, Withdrawal and Annulment of a Certificate

#### 5.3.1 Suspension

DQS is entitled to suspend temporarily a Certificate if Client violates certification, contractual or financial obligations towards DQS, including but not limited to:

- Corrective actions to the management system have not been demonstrably and effectively implemented within the agreed-upon time frame;
- The schedule of audits suggested by DQS for assessment(s) necessary for the maintenance of the certification have not been complied with and the prescribed frequency since the previous assessment has thereby been exceeded;

- DQS has not been informed in a timely manner about planned changes to the management system and other changes or special incidents (see 3.3) which affect the system's conformity with the standard or specification which forms the basis for the assessment;
- A DQS certificate, an IQNet certificate or a certification symbol has been used in a misleading or unauthorized manner;
- Due payments for assessment and certifications services have not been made timely after at least one written reminder.

DQS will notify Client of a proposed suspension in writing. If the reasons for the proposed suspension are not eliminated within two weeks, DQS will inform Client in writing of the suspension of the Certificate stating the reasons as well as the corrective actions necessary for the certification to be reinstated.

Certificates are suspended for a restricted period (usually a maximum of 90 days). If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension of the Certificate is cancelled. If the required measures have not been implemented within the established deadline, DQS may withdraw the Certificate as set forth below.

### **5.3.2 Withdrawal**

DQS is entitled to withdraw Certificates or to declare them invalid upon written notice to Client if:

- The suspension period of the Certificate has been exceeded,
- The conformity of the management system with the standard or specification on which it is based is not ensured or Client is not willing or able to eliminate nonconformities;
- Client continues to use the certification for promotion following the suspension of the Certificate;
- Client uses the certification in such a way as to undermine the reputation of the certification body or DQS;
- The preconditions which led to issuing the Certificate no longer apply;
- Client files any voluntary or involuntary petition in bankruptcy;
- Client effectively terminates its contractual relationship with DQS.

### **5.3.3 Annulment**

DQS is entitled to annul Certificates, or retroactively declare them invalid, if:

- It subsequently turns out that the preconditions required for issuance of the Certificate had not in fact been fulfilled;
- Client has compromised the certification procedure so that the objectivity, neutrality or independence of the assessment results are, in the judgment of DQS, in question.

## **6. Additional Program Requirements**

For some sector specific management system or product certification and assessment services, additional mandatory program requirements may apply, including but not limited to:

<b><i>Automotive Sector:</i></b>	Annex Automotive <a href="https://www.dqs-holding.com/en/certification-regulation/">https://www.dqs-holding.com/en/certification-regulation/</a>
<b><i>Aerospace Sector:</i></b>	Annex Aerospace <a href="https://www.dqs-holding.com/en/certification-regulation/">https://www.dqs-holding.com/en/certification-regulation/</a>
<b><i>Food Safety Sector:</i></b>	Annex Food Safety <a href="https://dqsus.com/requirements-and-regulations/">https://dqsus.com/requirements-and-regulations/</a>
<b><i>Occupational Health and Safety:</i></b>	Annex Occupational Health and Safety <a href="https://dqsus.com/requirements-and-regulations/">https://dqsus.com/requirements-and-regulations/</a>
<b><i>ICT Sector:</i></b>	Annex TL9000 <a href="https://dqsus.com/requirements-and-regulations/">https://dqsus.com/requirements-and-regulations/</a>



**DQS MED programs:**

DQS Auditing and certification regulations of DQS Medizinprodukte GmbH and its supplements  
<https://www.dqs-med.de/en/good-to-know/general-information/>

**DQS CFS programs:**

Specific Conditions for the Assessment of Management System and Product Certification of DQS CFS GmbH  
<https://www.dqs-holding.com/en/certification-regulation/>

## 7. Additional Requirements for the Chinese market

The Chinese accreditation body CNAS established additional requirements for certification services in the Peoples Republic of China. The binding requirements are described in the Chinese version of these [DQS Assessment and Certification Regulations](#).

### 6.5 Occupational Health and Safety

- a) Any organization failing to demonstrate their initial or ongoing commitment to legal compliance, shall not be certified or continued to be certified as meeting the requirements of an OHS management system standard by DQS.
- b) Deliberate or consistent non-compliance shall be considered a serious failure to support the policy commitment to achieving legal compliance and shall preclude certification or cause an existing OHS management system standard certificate to be suspended, or withdrawn.
- c) For customers applying for or registered to OHSAS 18001 or ISO-45001, the organization must, without delay, notify DQS of the occurrence of any serious incidents or breaches of regulation necessitating the involvement of a competent regulatory authority. (IAF MD 22 G 8.5.3)
- d) Independently from the involvement of a competent regulatory authority, should such an event occur, a special audit by DQS may be necessary in order to investigate and ensure that the management system has not been compromised and did function in an effective manner DQS will document the outcome of its investigation using standard reporting methods for a special assessment. (IAF MD 22 G 9.6.4.2)
- e) DQS will use this information as the basis for a determination of actions to be taken, which may include 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. (IAF MD 22 G 9.6.5.2)
- f) Where the organization may not be in legal compliance, it shall be able to demonstrate it has activated an implementation plan to achieve full compliance within a declared date, supported by a documented agreement with the regulator, wherever possible for the different national conditions. The successful implementation of this plan shall be considered as a priority within the OH&SMS.
- g) DQS may still grant certification but shall seek objective evidence to confirm that the organization's OH&SMS:
  - i. is capable of achieving the required compliance through full implementation of the above implementation plan within the due date,
  - ii. has addressed all hazards and OH&S risks to workers and other exposed personnel and that there are no activities, processes or situations that can or will lead to a serious injury and/or ill-health, and



iii. during the transitional period has put in place the necessary actions to ensure that the OH&S risk is reduced and controlled.

h) If the facilities and work areas are subject to closure, the OH&S risks change, as there may no longer be the same risks to employees, but there may be new risks applicable to members of the public (e.g. in case of lack of suitable maintenance and surveillance activities). DQS shall verify that the management system continues to meet the OHS management system standard and to be effectively implemented in respect of the closed facilities and work areas, and, if not, suspend the certificate.

i) OHS customers choosing to use the UL Registered Firm Mark must update all materials bearing the mark to reflect the current standard to which they are registered within one year of the date of upgrade. Proper use of the registered firm mark is detailed in QF-0907-08 Conditions for the Use of the Registered Firm and Accreditation Marks.

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