

1. Audit and Certification Services

1.1 Scope and Applicability

These DQS Audit and Certification Regulations (“Rules”) apply to all offers and/or services and all resulting contractual relationships between DQS Holding GmbH, all its affiliated companies or their respective representatives (each “DQS”, collectively the “DQS Group”) and organizations/individuals who request or use audit and certification services.

An up-to-date list of the companies within the DQS Group is available on the website <https://www.dqsglobal.com/en/about>.

These regulations apply to all types of system certification in accordance with international and national standards, including private codes of practice, product certification in accordance with EU directives or national legislation, and product and service certification in accordance with non-regulatory codes of practice, specifications, requirements or technical rules.

Unless otherwise explicitly agreed in writing or subject to conflicting statutory provisions, these rules apply to all stages of the auditing and certification process, including, but not limited to, service offers and quotations, contracts, purchase orders and/or work orders, scheduling and supplementary agreements entered into between DQS and the client.

These auditing and certification rules shall take effect immediately upon publication and shall remain valid until a new version is published.

The current version of these rules and their additional program requirements are available in English or translated version at <https://www.dqsglobal.com/en/about/accreditation-and-notification/dqs-auditing-certification-rules> and can be requested from any DQS office. Should any discrepancies occur between a translated version and English versions, the English version shall always take precedence.

When a certificate is issued to the client, DQS provides the services with care and expertise in the industry and in accordance with applicable Code of Conduct of the DQS Group. This DQS Code of Conduct and any amendments thereto issued from time to time shall be made available to the client by the DQS certification body at the commencement of the services.

1.2 Definition of terms

- “Clients” are customers and any organizations/persons who request or receive DQS auditing and certification services, including their representatives acting on their behalf.
- “DQS” refers to all members of the international DQS Group, including their subsidiaries, affiliated companies and partners, or their representatives, who offer and/or provide auditing and certification services in their own name or on behalf of another DQS certification body.
- “DQS Certification Body” refers to the DQS company within that holds the accreditation or authorization to issue the relevant certificates.
- “Accreditation body” is a collective term for an organization (private or public) that is authorized to accredit and supervise certification bodies.
- “Audits” are systematic procedures carried out by DQS to objectively assess the extent to which defined criteria are met and whether the relevant evidence is available. Audits may also be referred to as “assessments”.
- “Auditors” is a collective term for assessors, auditors and experts who are commissioned by the DQS Group to carry out an audit.

1.3 Audit and Certification Services

The auditing and certification of a management system, process or product by an independent third party such as DQS contributes to value creation for the client. A DQS certificate and/or audit report will serve as evidence for a suitable and effective management system, process, or compliant product with the capability to continuously meet customer expectations in accordance with the relevant requirements.

During an audit, qualified and experienced auditors assess the management system, its processes and/or products for ongoing suitability and effectiveness, taking into account changing markets and influences, in accordance with the commissioned standard, usually in the form of a spot check. By identifying areas for improvement, the auditors help the organization to achieve agreed objectives and targets, thereby enabling the client’s long-term success. Through a DQS certificate or other form of certification, the client gains the trust of its business partners with its management system, process or product, which has been audited and certified in accordance with recognized standards and specifications.

1.4 Contract and Terms and Conditions

These DQS Audit and Certification Regulations, together with the application, the quotation, the order and order confirmation, the DQS Code of Conduct, the conditions of DQS Certification Marks, as well as the applicable local General Terms and Conditions and/or a relevant framework agreement, together constitute the entire agreement between the Client and DQS. If a local DQS body provides a service within the scope of the authorization or accreditation of another DQS, it acts on behalf of the respective authorized/accredited body. This is reflected in the agreement accordingly and the name. The relevant DQS certification body is named in the quotation, and the acceptance and signing of the local quotation constitutes a legally binding certification contract between the client and this DQS certification body. Although the local body is authorized as a representative to invoice the client directly for services, operational responsibility for the certification activities under the respective accreditation always remains with the respective DQS certification body.

The DQS certification body bears sole responsibility and authority for all certification decisions, including the granting, refusal, maintenance, renewal, suspension, reinstatement following suspension, withdrawal or annulment of certification, as well as the extension or restriction of the scope of the respective certification.

Local terms and conditions may contain clauses regarding jurisdiction, liability, taxes, terms of payment and other supplementary agreements; they usually take account of the relevant national law. The contract may also be concluded by means of an individual agreement between DQS and the client (a so-called framework agreement), which must mandatorily include these DQS auditing and certification rules by incorporating them into the text of the contract or by direct reference.

2. The certification process

DQS audits the client's management system, processes or products, or parts thereof, with the aim of determining conformance with agreed or recognized requirements, such as international, national or industry-specific standards. The relevant certification process may involve one or more stages over a defined cycle and usually concludes with an audit report documenting the results of the audit stages. In the case of certification services, subject to the fulfilment of all applicable requirements, the relevant DQS certification body issues a client-specific certificate confirming conformance with the relevant requirements.

If non-conformities with the requirements of the relevant standard are identified during the audit, the client must plan corrective actions and implement them within a specified period. Certificates are only issued once the effective implementation of appropriate corrective actions has been demonstrated and a positive certification decision has been made. The scope and validity are noted on the certificate.

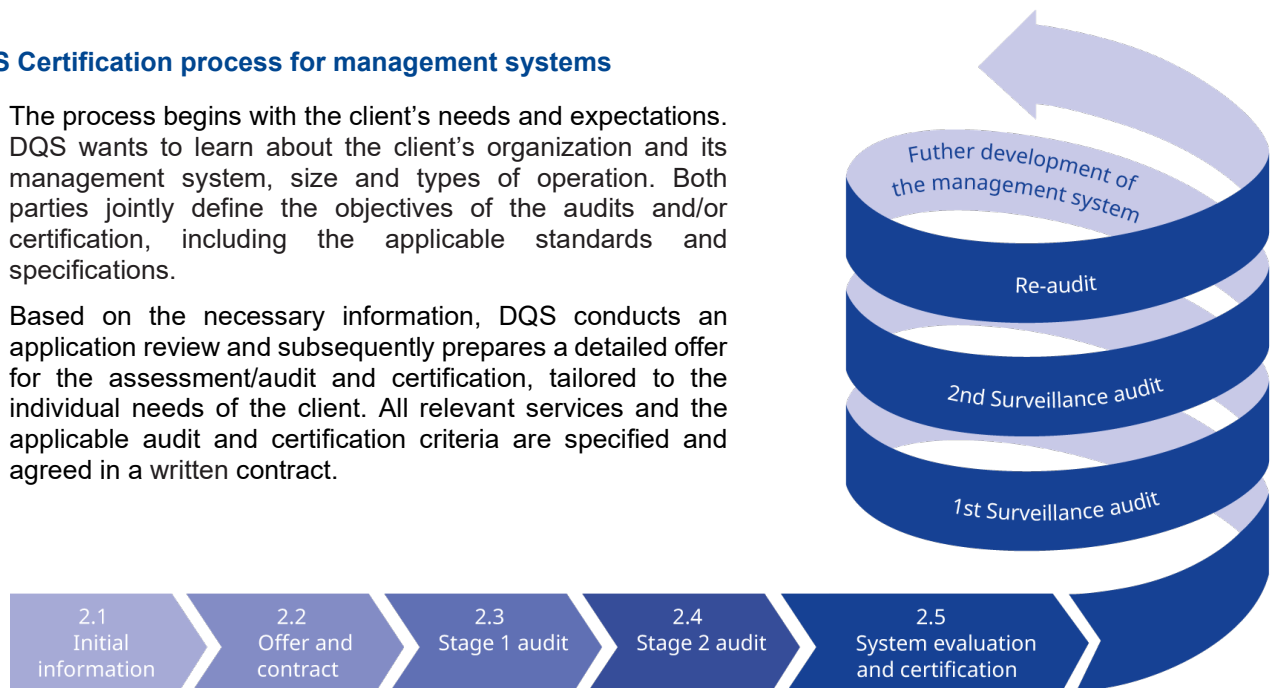
Most findings are based on a sampling process aimed at obtaining reliable evidence of the effective implementation and conformance of the management system, process or product. There may be other business aspects, positive or negative, that have not been examined by the audit team. It is the sole responsibility of the organization to investigate and assess the potential implications and scope of the findings in order to ensure full conformance with the applicable standards. DQS shall not be liable for non-compliance.

DQS and the client agree that the assessment and/or certification of the management system, process or product shall be carried out in accordance with the applicable regulations, industry-specific requirements (where applicable) and the contractual arrangements entered into, including these auditing and certification rules or other supplements.

DQS is independent, neutral and objective in its audits and certifications. As a rule, audits are always carried out at the client's premises (on-site), but may also be partially conducted, replaced or supplemented by remote audits (off-site). The nature, scope and schedule of the procedure shall be agreed separately by the parties. DQS endeavors to minimize disruption to business operations when conducting audits on the client's premises. The certification process for management systems generally comprises the steps outlined below.

DQS Certification process for management systems

- 2.1** The process begins with the client's needs and expectations. DQS wants to learn about the client's organization and its management system, size and types of operation. Both parties jointly define the objectives of the audits and/or certification, including the applicable standards and specifications.
- 2.2** Based on the necessary information, DQS conducts an application review and subsequently prepares a detailed offer for the assessment/audit and certification, tailored to the individual needs of the client. All relevant services and the applicable audit and certification criteria are specified and agreed in a written contract.



- 2.3 Stage 1 audit:** The certification process itself begins with an analysis and assessment of the system documentation, the objectives, the results of the management review and the internal audits. This determines whether the client's management system is sufficiently developed and ready for certification. The auditor explains the findings and agrees on the next steps to prepare for the Stage 2 audit. The audit Stage 1 is generally not applicable for the certification of processes or products.
- 2.4 Stage 2 audit:** The assigned audit team audits the management system, processes or products at the client's production or service site, or by using remote audit techniques. Applying the standards and specifications for management systems, the audit team will assess the effectiveness of all functional areas and management system processes based on their observations, checks, interviews, reviews of relevant documentation and other audit techniques. The audit results, including the certification recommendation and all findings, will be presented to the client during the closing meeting and included in the audit report. Action plans will be agreed upon where necessary.
- 2.5 System evaluation and certification decision:** The audit and its results are assessed by independent personnel from the relevant DQS certification body, who makes the certification decision based on objective evidence. Responsibility for the certification decision always remains with the DQS certification body; the audit team's recommendation documented in the report is not binding on them. The client receives the audit report, which documents the audit results, and provided all applicable requirements are met, the certificate as well.
- 2.6 Surveillance audits:** With a view to continuous improvement and the ongoing effectiveness of the system, key components of the management system are audited every six months or at least once a year, during which potential for improvement is identified once again. In the case of product certification, the surveillance audit is usually replaced by an annual recertification.
- 2.7 Recertification:** A certificate is valid for a limited period, usually for a maximum of three years. At the end of this cycle, a comprehensive recertification is carried out to ensure continued conformance with the applicable requirements. If these are met, a new certificate is issued.

For industry-specific standards, process or product certifications, the certification process described may differ.

3. Rights and obligations of the client

3.1 Maintenance of the management system / conformity of processes and products

In order to obtain and retain a certificate, the client must implement and maintain a suitable documented management system that meets the requirements of the applicable standards or specifications. In the context of process/product certification, the client is responsible for ensuring ongoing conformance. To this end, the client must provide evidence of the conformity and effectiveness of its management system, process or product, which may be verified at any time by the appointed audit team. This includes the provision of, or access to, information and third-party sites (e.g. critical subcontractors, suppliers), insofar as these are relevant to the scope of certification. Furthermore, the client shall ensure that all necessary measures are taken to maintain the management system and/or product on an ongoing basis.

When changes to the certification program are identified, the client must ensure that, where certification applies to ongoing production, the certified product continues to meet the system or product requirements. DQS will verify the implementation of the changes by its clients and take any necessary measures within the certification process.

3.2 Duty of disclosure / Access to information

The client shall take all necessary precautions to ensure that DQS has access to the necessary information (documents and records), personnel (internal and external) and the required facilities (relevant equipment, site(s), area(s)) to carry out the audit and assessment tasks, including the investigation of complaints. In order sufficient objective evidence for the certification decision or its assessment tasks, to obtain has DQS the right, within the scope of the audits to access all the client's premises, processes, products and, to review, to interview employees and authorized representatives, to inspect documents and records, and services to collect using other audit methods and techniques.

The client agrees to provide its representatives and employees with timely, truthful and complete information, to grant them access to such information that may be relevant to the audit and assessment. This obligation applies to all phases of certification and serves to provide evidence and justification of the certification to authorized third parties (e.g. the accreditation body). The client agrees that verified objective evidence collected may be and/or recorded; this includes the creation and provision of copies of any objective evidence attached to and archived the audit documentation. In the context of certified management systems, processes and/or products, all records of complaints and their corrective actions must be submitted to DQS upon request.

3.3 Notification of changes and special incidents

The client is obliged to inform DQS immediately of any changes that may affect the certified management system, processes or certified products. This applies in particular to the purchase/sale of parts of the business, changes of ownership, relocation, major changes to the scope of activities, fundamental process changes, incidents such as a serious accident or a serious breach of standards or legal regulations requiring intervention by the competent regulatory authority, serious incidents or other reportable events, or the commencement of bankruptcy or composition proceedings. DQS will, in consultation with the client, assess how the certificate can be maintained in such cases.

In the event of a product recall, the client is obliged to inform DQS immediately. Different timeframes apply to the various certification standards and their requirements. These requirements can be found in the relevant standards and their regulations.

3.4 Contribution to the impartiality of the audit

The client is obliged to refrain from any action that could compromise the impartiality of DQS staff and auditors. This applies in particular to consultancy services, employment and contracts for their own account, separate fee arrangements or other monetary benefits. The client also undertakes to cooperate actively in ensuring this impartiality, e.g. by identifying risks or threats to impartiality.

3.5 Rejection of the auditor

Prior to confirmation of the audit date, the client is entitled to review the auditor(s) assigned and if there are objectively justified grounds to reject them, such as a threat to impartiality. DQS will appoint a suitable replacement for the rejected auditor, provided this is permitted under the accreditation requirements.

3.6 DQS Copyright

With a valid DQS certification, the client is entitled to use the certificate, its respective certification marks (and in few cases, the accreditation marks, too) published at [DQS website](#) for advertising purposes or to build trust with business partners. When a standard is revised, and its suitable transition period is defined, the certification may no longer be used or mentioned.

The authorized use of copyright-protected [DQS Certified Management System Mark®](#) and other certification or accreditation symbols is intended to enhance customer confidence in the certified management system and its respective performance. These marks are frequently used on company letterheads, in brochures, on the internet, at exhibitions, on vehicles or in advertisements. Certificates and certificate marks may only be used in accordance with these audit and certification regulations. The use of certificates and certification marks is limited to the scope and duration of the certification and is subject to the underlying approval/accreditation of DQS; they must not be affixed to a product, product packaging or used in any other manner that could be construed as indicating product conformity. Any notification by DQS regarding the discontinuation of a certification mark must be promptly addressed.

The documents provided to the client by DQS and the certification documents, including the DQS certification marks, are protected by copyright. The client expressly acknowledges that all reports and documents handed over to it by DQS or made available for inspection remain the property of DQS and undertakes to use them only internally, not to make them accessible to third parties or to use them for purposes other than those agreed. All documents, records and/or certificates handed over or made available under this contract may not be altered, supplemented, abridged or otherwise manipulated, either in terms of content or appearance. This applies regardless of whether the alteration is made digitally or in physical form. Any alteration is prohibited unless it has been expressly approved in writing by DQS in advance. The Client is entitled to disclose the audit report in full. Disclosure of extracts is not permitted.

In the event of serious misuse, DQS reserves the right to take appropriate measures, up to and including immediate termination without advanced notice.

3.7 Complaints

Every client of DQS is entitled to services provided within the agreed framework in such a way that their reasonable expectations and needs are met. In the event of non-compliance, the client has the right to submit a corresponding complaint to the relevant DQS office. DQS will request the information necessary for analysis and improvement.

3.8 Appeals

In the event that the client disagrees with a specific certification decision, they may submit a written appeal and request a review of the decision. A separate, impartial technical reviewer from the relevant DQS certification body, who was not involved in conducting the audit or the initial decision, will make the final review and decision on the appeal. The management of the accredited DQS office is kept informed at all times of the status of the appeal process.

4. Rights and obligations of DQS

4.1 Auditing of management systems

DQS verifies the conformity and effectiveness of the client's management system, process or product impartially through regular audits (usually annual or half-yearly). DQS may provide its services in part or full through representatives or subcontractors; the client is obliged to grant access to the information.

Should DQS receive any information that casts doubt on the conformity or effectiveness of a management system, process or product certified by DQS, DQS is entitled, following consultation with the client, investigations in this regard, e.g. in the form of additional extraordinary to carry out audits. In areas governed by law, DQS is entitled, in justified cases, to carry out additional, unannounced audits.

When the certification scheme introduces new or revised requirements that affect the client, DQS shall ensure these changes are communicated to all clients. DQS shall verify the implementation of the changes by its clients and shall take actions required by the scheme.

4.2 Accreditation and Authorization

The respective DQS certification bodies are authorized by various accreditation bodies and other Governmental and non-Governmental Authorities or Program Owner to issue audit reports and certificates in accordance with numerous sets of regulations. DQS is obliged to allow employees or agents of these bodies to participate in audits. It grants them access to its own documents and to client-related data, taking into account the confidentiality aspects described in these rules, insofar as this is necessary under the applicable accreditation and certification rules. Where individual standards expressly require it, customer-related data and audit results shall be passed on to these bodies. By accepting these auditing and certification rules, the client acknowledges the current version of the accreditation and authorization regulations (e.g. ISO/IEC 17021-1 or ISO/IEC 17065), including those mentioned above.

The DQS certification bodies are entitled to delegate the provision of services, or parts thereof, with the exception of any certification decisions, to other DQS offices, representatives or subcontractors. Whenever certificates are issued

by a DQS certification body that is not the client's direct local contractual partner, all rights and obligations described herein shall apply to both the DQS certification body and the local DQS office carrying out the work.

DQS shall provide appropriate and timely information regarding relevant changes relating to the suspension, restriction or withdrawal of approvals/accreditations.

4.3 Assignment of Auditors

The assignment of competent auditors is the sole responsibility of DQS. DQS undertakes to deploy only auditors who are suitable for this task on the basis of their professional qualifications, experience and personal abilities. The auditors must be appointed for the relevant standard(s) and have appropriate experience in the client's field of activity, as well as management and auditing experience. DQS frequently appoints a team of two or more auditors for a specific audit or the certification process. Upon request, DQS will provide the client with a brief biography of the auditors. DQS is entitled, at its own discretion, to supplement the audit team with technical experts, witness auditors, translators, observers or trainees; at the same time. DQS ensures that these individuals are bound by the same confidentiality obligations.

Should an auditor be unable to attend immediately before or during the audit, DQS shall – wherever possible – provide a suitable replacement.

4.4 Scheduling of audits

DQS is entitled and obliged to schedule audits of the client's management system, process or product. Audit dates should be agreed by mutual consent between both parties, taking into account the rules applicable. Audit dates shall be agreed in writing. Once confirmed, these audit dates are binding. If certification or accreditation bodies observe an audit (so-called witness audit), the client must in all cases tolerate and facilitate this.

Depending on the standard, certification may also include unannounced audits, which may be either completely unannounced or announced at short notice. If an unannounced audit cannot be carried out for reasons for which the client is responsible (denial of access), DQS may invoice the client for the costs actually incurred in preparing for the unannounced audit. The certified site must take the necessary steps to ensure that the auditor is granted access in the event of an unannounced audit.

4.5 Issuance of reports and certificates

Once the client has fulfilled all certification requirements and contractual obligations, DQS shall prepare an audit report and issue a DQS certificate (hereinafter referred to as the "certificate") to the client. The decision on certification is the sole responsibility of the relevant DQS certification body and is based on the certification recommendation and the audit result, as recorded in or referenced in the audit report; the audit team's recommendation documented in the report is not binding on the DQS certification body.

4.6 Disclosure of information to third parties

DQS is entitled to maintain and publish a directory of all clients with valid DQS certification. This publication contains the name and address of the certified organization, as well as the scope, the applicable standard and the certification status. The client's consent is deemed to have been given for this and for the publication of the same information in mandatory national or international databases operated by government bodies, accreditation bodies or program owners.

In some industry-specific certification programs, a portion of the audit and the client's data is mandatorily recorded in applications or external databases provided by the standard owner (e.g., automotive, aerospace, and food programs). By accepting the offer for these standards, the client agrees to this, in particular that this data may be stored in, accessed, and viewed by third parties in the relevant databases.

Certification data is transmitted to the [IAF CertSearch database](#) to the extent required by applicable accreditation requirements.

In the case of certifications issued by DQS under DAkkS accreditation, data is transmitted to IAF CertSearch only with the customer's prior express consent. This consent is obtained through a two-stage registration process. By granting consent, the customer agrees that company-related contact details may be processed and transmitted to the IAF CertSearch database for the purpose of registration and publication of certification information, insofar as this is necessary to achieve the aforementioned purposes. Consent may be withdrawn at any time with future effect.

Where necessary, information provided by the client is passed on to certification bodies or accreditation bodies to support certification decision and verify certification status or in the context of conducting office and witness audits.

Unless otherwise required by regulatory provisions, records relating to the audit and certification process are by the DQS certification body for at least two certification cycles (usually retained six years); applicable national or international legal provisions (e.g. under the GDPR) are taken fully into account. Upon expiry of the minimum retention period, DQS shall retain or dispose of the records at its own discretion, unless the client has instructed otherwise; costs incurred in carrying out any such instructions shall be invoiced to the client.

4.7 Impartiality

DQS undertakes to maintain impartiality in the provision of services in accordance with the relevant normative basis (Level 3 standard, e.g. ISO/IEC 17021-1).

5. Certificates and certificate symbols

5.1 Issuance and use

Provided that the client has demonstrated during a certification process that all applicable requirements have been met, the DQS Certification Body issues certification documents confirming the conformity of the client's management system, process or product with selected national or international standards or recognized industry- or sector-specific requirements. Certificates for management systems do not confirm compliance with legal requirements. Certificates are valid for a limited period, usually for a maximum of three years, commencing with the certification decision.

Once the certificate has been issued, activities to monitor the ongoing conformity of the certified management system, process or product commence. The granting and maintenance of certification are subject to the client's compliance with all contractual agreements and terms and conditions.

Should there be indications that the client's management system, processes, products or services do not comply with certification requirements, regulatory and/or statutory provisions or other applicable requirements, the client agrees to cooperate with DQS to clarify the facts. This includes information regarding the reported non-conformity as well as information on necessary and implemented corrective actions.

The client acknowledges that surveillance activities, such as surveillance/promotional audits and any extraordinary additional audits, serve solely the purpose of verifying the conformity of the management system, process or product with the certification requirements and do not in any way relieve the client of its own responsibility for its management system, processes, products and services.

Certificates and certification marks may not be transferred to legal successors or other organizations. Upon expiry of the validity, or in the event of suspension, withdrawal or cancellation of a certification, the client must cease all advertising relating to the certification. The client undertakes to return physically issued certificates following withdrawal or cancellation; a right of retention is excluded.

5.2 Non-issuance of the certificate

The DQS certification body may only issue certificates if it has been verified that, within the initial or recertification, in accordance with the state of the art, all requirements of the selected standards, specifications and contracts have been met. In the event of nonconformance, the auditor these shall document non-conformities in a non-conformity report or specify the conditions that must be met in order for a certificate to be issued.

All non-conformities or conditions must be rectified or met prior to the issue of the DQS certificate. If necessary, DQS will repeat the audit in whole or in part. If the non-conformities have not been rectified or the requirements for the issue of a certificate have not been met even after a follow-up or special audit, the certification process will be concluded with a report without a certificate.

5.3 Suspension, withdrawal and cancellation of the certificate

5.3.1 Suspension

The DQS certification body is entitled to suspend the issued certificate for a limited period if the client demonstrably breaches certification rules or contractual or financial obligations towards DQS, particularly if

- it is demonstrable that corrective actions have not been effectively implemented within the agreed timeframes,
- the audit dates proposed by DQS for the maintenance of certification were not met or planned audits could not be carried out, thereby exceeding the specified time limit since the last audit,
- DQS has not been informed in good time of planned changes to the management system or of specific incidents, product recalls (see 3.3) or other changes that affect conformance with the requirements on which the certification is based,

- the certified site has been relocated without prior notification to DQS,
- a DQS certificate or certificate symbol has been used in a misleading manner,
- payments due for audit and certification services have not been made on time following at least one payment reminder,
- if, after the expiry of a reasonable transition period (max. three years), the standard, specification or other requirements document on which the certification is based no longer corresponds to the state of the art at Levels 4 and 5.

Should significant breaches of the accreditation rules come to light after the certification decision, the DQS certification body is also entitled to suspend the certificate. The same applies in the event of force majeure (see 6.6).

DQS shall first give written notice of a possible suspension. If the reasons for the suspension are not rectified within two weeks, DQS shall inform the client in writing of the suspension of the certification and shall specify the reasons and the necessary measures to reinstate the certification.

The suspension of certification is temporary (usually for a maximum of 90 days). If it can be demonstrated that the required measures have been effectively implemented within the specified period, the suspension of certification will be lifted. If the required measures are not implemented by the deadline, the DQS certification body may withdraw the certificate, as described below.

5.3.2 Withdrawal

The DQS certification body is entitled to withdraw certificates or declare them invalid following written notification to the client if

- the deadline for the suspension of certification has expired,
- the conformity of the management system, process or product with the underlying regulations is not guaranteed, or the client is unwilling or unable to rectify the non-conformities,
- the client continues to advertise the certification after the certificate has been suspended or uses it in any other misleading manner,
- the client uses its certification in a manner that brings the DQS certification body or DQS into disrepute,
- the conditions that led to the award of the certificate are no longer met,
- the client files for bankruptcy, whether intentionally or unintentionally,
- the client effectively terminates the contractual relationship with DQS,
- the underlying accreditation of DQS has been suspended, restricted or withdrawn, and the statement of conformity involves ongoing surveillance,
- the performance of necessary and appropriate certification, auditing or surveillance services has become wholly or partially impossible, either de facto or de jure.

5.3.3 Cancellation

The DQS certification body is entitled to cancel certificates or have them declared invalid with retroactive effect if

- it subsequently transpires that the conditions necessary for the issue of the certificate were not met,
- the client has improperly influenced the certification process in such a way that the objectivity, neutrality or independence of the audit result is called into question.

In the event of any suspension, postponement, adjustment, discontinuation of services, refusal or withdrawal of certificates/confirmations, or termination under this clause, DQS shall be entitled to remuneration for services performed up to the effective date of the relevant measure, and to reimbursement of all costs, expenses and third-party charges incurred by DQS in connection with the performance, preparation, winding down, suspension, postponement, adjustment or discontinuation of the services, insofar as such costs, expenses and charges were reasonably incurred. Amounts paid in advance for services not performed shall be refunded only to the extent such amounts relate to services that will definitively not be performed and only after deduction of the remuneration and costs owed to DQS under this paragraph.

5.4 Transfer of certifications

In the event of a transfer request, the DQS Certification Body shall assess whether and to what extent the regulatory requirements for a transfer are met. In the event that the DQS Certification Body rules out a transfer, the procedure shall proceed as an initial certification.

Following a successful transfer, the certificate is issued by the DQS Certification Body with the validity periods of the transferring certification body, and regular surveillance may commence. Specific requirements or conditions regarding the transfer of certificates may be regulated in specific program requirements.

In the event of the transfer of a certification procedure to a receiving body, the DQS certification body is permitted, even after the termination of the contractual relationship, to fulfil the regulatory tasks and obligations and to provide the receiving body with the necessary information (reports, certificates and other procedure-related information) from the client relating to the previous certification.

6. Miscellaneous

6.1 No Partnership or Agency

The parties acknowledge that DQS provides its services to the client as an independent contractor and that the contract does not establish a partnership, agency, employment or fiduciary relationship between DQS and the client.

The Client acknowledges that DQS neither takes the place of the Client or any third party, nor releases them from their obligations, nor does it otherwise assume, waive or undertake to fulfil any obligation of the Client towards third parties or that of any third party.

6.2 Prohibition of assignment and transfer

Unless expressly provided otherwise or agreed in writing by the parties, the contract is personal to the parties and no party may assign, transfer, encumber, pledge, subcontract or otherwise deal with its rights and obligations, in whole or in part. Each party confirms that it is acting in its own name and not on behalf of any other person.

Notwithstanding the foregoing, DQS may assign, transfer or subcontract some or all of its rights and obligations under the contract to an affiliate or partner of DQS or to one of its representatives.

6.3 Sanctions, embargoes and export controls

If, as a result of or in connection with any applicable national or international sanctions laws, embargoes, export control regulations, anti-boycott rules, blocking statutes, or any comparable legal or governmental measures (together, "Sanctions Measures"), the performance by DQS of any certification, auditing or other services under the agreement becomes (i) impossible in whole or in part, (ii) unlawful, (iii) subject to a prohibition, restriction or approval requirement, (iv) materially more difficult, or (v) commercially unreasonable for DQS (including due to internal compliance requirements of DQS or requirements imposed by DQS's banks, insurers, accreditation bodies or other relevant counterparties), DQS shall be entitled, in its reasonable discretion, to suspend or postpone performance, to reasonably adjust the scope, methodology, timing and/or deliverables of the relevant services, or to discontinue the relevant services in whole or in part.

DQS is further entitled to refuse to issue, renew or maintain, suspend or to withdraw, any certificates, confirmations or other attestations, if and to the extent this is necessary or advisable in order for DQS to comply with any Sanctions Measures or related compliance requirements.

DQS is entitled to terminate the agreement, in whole or in part, for good cause with immediate effect (or, at DQS's option, upon written notice), if, due to the circumstances described above, the continuation of the contractual relationship is unreasonable for DQS or would expose DQS to a risk of violating Sanctions Measures or related compliance requirements. Any statutory or contractual rights of DQS, including rights to terminate for cause, due to impossibility or due to frustration of contract (lapse of the basis of the transaction), remain unaffected.

DQS shall inform the Client of the relevant circumstances without undue delay, to the extent legally permitted and provided that no statutory, regulatory, contractual, or authority-imposed confidentiality or notification restrictions (including restrictions under Sanctions Measures) preclude such notification.

In the event of any suspension, postponement, adjustment, discontinuation of services, refusal or withdrawal of certificates/confirmations, or termination under this clause, DQS shall be entitled to remuneration for services performed up to the effective date of the relevant measure, and to reimbursement of all costs, expenses and third-party charges incurred by DQS in connection with the performance, preparation, winding down, suspension, postponement, adjustment or discontinuation of the services, insofar as such costs, expenses and charges were reasonably incurred. Amounts paid in advance for services not performed shall be refunded only to the extent such amounts relate to services that will definitively not be performed and only after deduction of the remuneration and costs owed to DQS under this paragraph.

Any claims of the Client for damages, consequential or indirect loss (including loss of profit), or reimbursement of expenses in connection with measures taken by DQS under this clause are excluded to the maximum extent permitted by applicable law. This shall not apply in cases of mandatory liability, including liability for intent or gross negligence, or for injury to life, limb or health.

The rights of DQS under this clause shall apply only to the extent and for so long as their exercise does not contravene compulsory law applicable to this agreement, including any applicable blocking statutes or other mandatory prohibitions on compliance with certain extraterritorial sanctions; in such case, DQS shall be entitled to take such alternative measures as are permissible and reasonably necessary to address the relevant Sanctions Measures and associated risks.

6.4 Partial invalidity

Should any provision of this certification contract be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of the contract. The parties undertake to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the purpose of the certification contract as intended by the original provision and complies with the applicable regulatory requirements.

6.5 Data Protection

The DQS certification body, including the appointed auditors, must comply with all applicable data protection laws in accordance with the applicable law (see 7.) and provide sufficient transparency regarding the handling and processing of relevant personal data.

6.6 Force majeure

Neither DQS nor the client shall be in breach of these rules nor liable for any failure or delay in the performance of their obligations if the cause of such failure or delay is attributable to events beyond the control of the party concerned, including but not limited to wars, armed conflicts, terrorist attacks, civil wars, riots, hazardous substances, pandemics, epidemics, natural disasters, extreme weather, fire, explosion, failure of utilities, strike, infrastructure failure, transport delays or any public restrictions resulting from the aforementioned incidents or in the event of other force majeure events.

In the event of a force majeure event, the affected party shall immediately notify the other party thereof, including details of the situation and its expected duration. Should the force majeure event last for more than ninety (90) days, either party shall be entitled to terminate the contract with immediate effect.

7. Applicable law

Any contractual relationship to which the DQS auditing and certification rules apply shall be governed exclusively by the substantive law of the country in which the DQS certification body has its registered office. The application of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

8. Additional program requirements

For some sector-specific certification services for management systems or products, additional mandatory requirements may apply (see below). These “program requirements” are available on the website <https://www.dqsglobal.com/en/about/accreditation-and-notification/dqs-auditing-certification-rules>.

DQS GmbH – Automotive Sector:	Annex Automotive
DQS GmbH - Aerospace Sector:	Annex Aerospace
DQS GmbH – Rail Vehicle Industry:	Annex IRIS
DQS GmbH – Information Security in the Automotive Industry	Appendix TISAX
DQS Inc. – Telecommunications Sector:	Appendix TL9000
DQS Medizinprodukte GmbH programs:	DQS Auditing and Certification Rules of DQS Medizinprodukte GmbH and its supplements
DQS CFS GmbH programs:	Annex of DQS CFS GmbH: Special conditions for the assessment of management system certifications and product certifications for Food, Feed, Household & Consumer Products, Biomass Sustainability.
Chinese Market:	Special conditions for activities on the Chinese market as defined by the Chinese government authority (e.g. CNCA).
Use of Marks (CF12)	Conditions of DQS certification marks and explanation of the certificate content.

End of document