

## Certification Regulation of Munich Safety GmbH

Valid from 21 September 2021

<b>Scope and duration of validity</b>	These Certification Regulations apply to all certificates issued by Munich Safety GmbH. They are valid from 21 September 2021 until new certification regulations come into force.
<b>Impartiality</b>	The rules for independence and impartiality apply to all certificates issued by Munich Safety GmbH. All applicants, candidates and certified persons are treated according to the same fair, objective criteria in all matters. Certificates are granted exclusively on the basis of the objectively traceable records of an examination or inspection.
<b>Certification Contract</b>	The prerequisite for obtaining a certificate is a valid certification contract. The certification contract comes into effect when a certificate holder applies for certification and Munich Safety issues the certificate. In order for Munich Safety to issue the certificate and for the certification contract to come into force, the requirements of these Certification Regulations and of the certification program pertaining to the certification applied for must be met. During the entire term of the certificate, the certification contract shall exist between the certificate holder and Munich Safety.
<b>Basis for the Certificate</b>	If the result of an examination is that the examinee fulfills the examination basis, the corresponding examination report serves as the basis for issuing a certificate. Upon request, a separate certificate report is prepared on the basis of the examination report, which alternatively serves as the basis for issuing a certificate. In the case of personal certificates, the internal records of the examination conducted by Munich Safety GmbH are sufficient. If the requirements of the test basis are not or no longer fulfilled by the examinee, the basis for issuing a certificate is missing and no certificate can be issued, irrespective of whether Munich Safety has confirmed this at the time of the order in the context of further activities in the presumption of a positive examination.
<b>Regular Surveillance</b>	As part of the certification contract, regular examinations are carried out to confirm sustained compliance with the test basis. Unless otherwise stated in the certificate, certification report or test program, a cycle of 12 months applies to products, services, management systems and companies. In the case of persons, this shall be 36 months. Munich Safety GmbH shall have the right to carry out additional announced and unannounced inspections and examinations at the client's expense in the event of justified indications of non-compliance with these Certification Regulations and in the event of justified indications of non-compliance with the test basis in order to ensure compliance with these Certification Regulations.
<b>Notice of changes</b>	The certificate holder shall inform Munich Safety GmbH without delay if characteristics of the examinee that are essential for certification have changed.
<b>Documentation Obligation</b>	The documents underlying a certificate relating to the examinee must be retained by the certificate holder for a period of 10 years after termination of the certification contract. Due to the requirements of ISO 17020 and ISO 17024, all records and audited documents of the client are kept by Munich Safety GmbH for at least the validity period of the certificate.

- Rights of Use** During the term of the certification agreement, the certificate holder has the non-transferable simple right to use certificates, test marks and examination reports on the examinee in accordance with the provisions of the certificate in commercial and public transactions, as long as the certificate has not expired or been suspended or terminated by Munich Safety GmbH. When using the certificate, only faithful reproductions of the test marks of Munich Safety GmbH may be used in accordance with the certificate. Any alteration of the examination reports and the results contained therein or of the certificate as well as any use outside the temporal, spatial and content-related specifications of the individual certificate is not permitted. The certificate holder is obliged to stop using expired, invalid or suspended certificates with immediate effect.
- Terms of Use** The certificate holder may use test marks and certificates exclusively within the framework of the applicable statutory provisions, in particular the law on unfair competition, and within the framework of their content, but in particular not improperly, misleadingly or in a manner detrimental to Munich Safety GmbH. No statements may be made that cast doubt on the independence of Munich Safety GmbH from the client or the examinee. Test marks of Munich Safety GmbH must be displayed in a clearly smaller size than the company logo of the client or examinee. Examination reports, examination marks and certificates must be legible when used. In the case of examination reports and certificates used online, it is also sufficient to link non-readable images with clearly legible copies of the originals on other pages, provided that corresponding copies are available for retrieval. Use on products or product packaging or in relation to products or processes of the customer that can be interpreted as a marking for product conformity is not permitted.
- Complete and Correct Presentation** The certificate holder may only use reports, test marks and certificates in their entirety. Quotation of the test result as a whole, stating the date of issue, is permissible as long as the test statements are presented correctly. In particular, the impression must be avoided that Munich Safety GmbH recommends the certified product, company, management system, service or person in any particular way. Use is only permitted for the specific type of complete examinee tested by Munich Safety GmbH.
- Exclusiveness of the Test Mark** Except for the use of the test mark corresponding to the certificate, the use of the name of Munich Safety GmbH, its logo or other elements of Munich Safety's corporate style is not permitted.
- Information Obligation** Munich Safety GmbH will provide information on the validity of a process or product certificate to anyone upon request. Insofar as Munich Safety GmbH maintains a public register, all certificates issued are listed therein for at least the duration in accordance with the *documentation obligation*.
- Data Protection** Munich Safety GmbH collects, processes and stores data for certified persons exclusively for the purposes of proper handling of the certification process. Requests within the scope of data protection can be sent to the valid address of Munich Safety GmbH.
- Munich Safety GmbH will provide information on the validity of a person's certificate if the name and certificate number match when the request is made.
- Marketability** A granted certificate makes only the statements contained in it about a specific type of examinee or natural person and, in particular, does not make statements about the marketability of an examined product or services created with an examined management system or by the examined person.

- Expiry of a Certificate** A certificate expires in the following cases:
- The validity date of the certificate has passed; or
  - The certification contract regarding this certificate has been terminated.
- Invalidity of a Certificate** Munich Safety GmbH may declare a certificate invalid, without notice being required, in the following cases:
- After the certificate has been issued, the examination is declared invalid in accordance with the examination regulations;
  - The certificate is not used in accordance with applicable law, in particular in a misleading or otherwise unfair manner within the meaning of the German Act against Unfair Business Practices;
  - The rules on which the certificate is based have been changed and transition periods have expired, or the generally accepted state of the art has changed in such a way that it is no longer justifiable to maintain the certificate. Munich Safety GmbH shall extend the validity of the certificate if a subsequent inspection by Munich Safety GmbH at the expense of the client and / or holder of the certificate shows that the object of certification also complies with the new rules;
  - The facts on which the certification is based have changed in such a way that the conditions for granting a certificate specified in the certificate are no longer fulfilled; or
  - A case exists which entitles Munich Safety GmbH to terminate the contract without notice due to violation of the provisions stated therein.
- Suspension of a Certificate** Munich Safety GmbH shall be entitled to suspend a certificate without notice in the following cases:
- Munich Safety GmbH subsequently becomes aware of new findings concerning the assessment of the certification procedure or the result of the certification procedure; or
  - In the cases described in "Invalidity of the Certificate", if the customer proves within 3 months that a state in conformity with the regulations exists again. Any additional costs incurred by Munich Safety GmbH in this regard shall be for the account of the Customer.
- Termination and Notice** The certification contract ends automatically when the certificate expires or is terminated.
- The certificate holder may terminate the certification agreement in writing with a notice period of 4 weeks to the end of a calendar month. The client's right to extraordinary termination shall remain unaffected.
- Munich Safety GmbH shall have the right to terminate the certification agreement without notice in the event of good cause. Good cause shall be deemed to include:
- The fees for the measures to create and maintain the certificate are not credited to the accounts of Munich Safety GmbH within 60 days of the invoice date despite a reminder.
  - The client submits a request for the release or deletion of the documents on which the examination is based as the basis for certification.
  - The requirements of the test basis are not (or no longer) fulfilled, be it due to the examinee, the examiner or the test basis, without the client (re)proving conformity by means of a subsequent test at its own expense despite Munich Safety GmbH setting an appropriate deadline.
  - The certificate is used for products or services that are not the subject of an examination/certificate.
  - The material and culpable violation of the provisions of these Testing and Certification Regulations, in particular the sections Rights of Use, Specifications for Use, Complete, Correct Presentation, Exclusivity of the Test Mark.



**Violations** If the Customer is a legal entity or a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch) and the Customer or its employees or other persons for whom the Customer is liable pursuant to Sections 31, 278, 831 of the German Civil Code (Bürgerliches Gesetzbuch) culpably violate the obligations arising from these Certification Regulations, Munich Safety GmbH and the Customer agree on the payment of a contractual penalty by the Customer to Munich Safety in an appropriate amount, whereby Munich Safety GmbH shall determine the amount at its reasonable discretion within the meaning of Section 315 of the German Civil Code (Bürgerliches Gesetzbuch). The amount of the contractual penalty shall be determined by Munich Safety GmbH at its reasonable discretion within the meaning of Section 315 of the German Civil Code (BGB) and the appropriateness of the contractual penalty may be reviewed by the competent court in the event of a dispute. Munich Safety GmbH reserves the right to claim further damages.

**Law and Jurisdiction** The laws of the Federal Republic of Germany shall apply, excluding the conflict of laws rules of private international law. The place of jurisdiction is Munich.

**Severability Clause** If any clause of these examination regulations or any part of any clause is or becomes invalid or unenforceable, the validity of the remaining examination regulations shall not be affected in any way. In such a case, the invalid or unenforceable clause shall be replaced by a corresponding clause which comes as close as possible to the meaning and purpose of the invalid or unenforceable clause.