

Examination Regulation of Munich Safety GmbH

Valid from 21 September 2021

Scope and duration of validity	These Examination Regulations apply to all examinations carried out by Munich Safety GmbH. They are valid from 21 September 2021 until new test regulations come into force.
Definitions	All activities in which statements are made about a product, a service, a management system, a company or a person are considered to be examinations within the scope of these examination regulations. This includes, for example, technical tests, audits, assessments, confirmation reviews as well as written and oral examinations of persons. Auditors are the persons who perform audits. A examinee is the product, service, management system company or person subjected to a particular test. The basis for the examination is the objective standard of the examination, typically an international standard, recognized rules of technology or an examination program of Munich Safety GmbH, on the basis of which a statement is made about the examinee. Whereas the customer is understood as the commercial partner, the Receptient is understood as the person or organization of the examinee.
Impartiality	The regulations for the independence of inspection bodies type A according to ISO/IEC 17020 Annex A apply to all tests performed by Munich Safety GmbH.
Documentation Obligation	The documents on which an examination is based must be retained by the examinee for a period of 10 years after completion of the Examination. 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 10 years after completion of the Examination.
Rights of Use	The Customer and the Examinee are granted the non-transferable, non-exclusive right to use the examination reports internally without modifying them. The Customer shall also be permitted to submit the final test results to its customer, subject to confidentiality, as evidence of compliance with customer requirements. The Customer or the Examinee may only use test reports in their entirety. In doing so, the impression must be avoided that Munich Safety GmbH is recommending the tested product, company, management system or service in any particular way. Use is only permitted for the specific type of whole examinee tested by Munich Safety GmbH. Any other use, in particular the publication and advertising of the examination results, is not permitted without the prior written consent of Munich Safety GmbH. Modification of the examination reports and the results contained therein is not permitted.
Terms of use	The client or the examinee may use examination reports exclusively within the framework of the applicable legal provisions, in particular the law of unfair competition, and within the framework of their content, but not improperly, misleadingly or in a manner detrimental to Munich Safety GmbH. No statements may be made which cast doubt on the independence of Munich Safety GmbH from the client or the examinee.
Marketability	An examination report only makes statements about a specific type of an examinee or a natural person which it contains and, in particular, it does not make statements about the marketability of an examined product or services which have been created with an examined management system or by the examined person.

Cooperation Obligation	The client and the examinee shall provide Munich Safety GmbH without delay and free of charge with all documents, persons and other information required for the examination in the reasonable discretion of Munich Safety GmbH. The client and the examinee shall inform Munich Safety GmbH immediately and in full if the facts on which the certification is based change in such a way that the facts recorded in any examination report no longer apply and/or the subject of the examination is defective.
Cooperation Obligation Examiner Management	The Client and the examinee shall ensure that, if required, at least one person authorized by the authorities, accreditation bodies or Munich Safety GmbH can attend the examination to observe the examiners, as well as up to three persons for educational purposes at the premises of the Client, the examinee and its suppliers.
Invalidity of an Examination	Munich Safety GmbH may declare an examination report or any other document invalid without notice in the following cases: <ul style="list-style-type: none">a) It turns out after the document has been issued that the examinee does not comply with the documents submitted, that there are defects that could not be identified or were not identified during the examination, that defects occur after the examination has been completed or that the examinee has not fulfilled the examination requirements.b) After the examination report on a person is issued, it turns out that the examinee has violated the provisions of the examination.c) The client or the examinee submits a request for the documents on which the examination was based to be returned or deleted.d) A case exists that entitles Munich Safety GmbH to extraordinary termination due to breach of material contractual obligations.
Violations	If the customer or its employees or other persons for whom the customer is responsible pursuant to Sections 31, 278, 831 of the German Civil Code (BGB) culpably violate the obligations arising from these examination regulations, Munich Safety GmbH and the customer shall 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 (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.