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The following regulations apply equally to certificates and test marks as well as annexes/certificate supplements in the area of ISO 14064-3, TN-CC020. In some cases, test marks are not issued, in such cases the following regulations only apply to certificates.

1 VALIDITY AND RIGHT OF USE OF THE TEST MARK AND THE CERTIFICATE

- The validity of the certificate is as stated on the certificate. The term depends on the observation period on which the verification is based, which is usually one year. An attachment or certificate supplement is only valid in conjunction with the valid certificate issued. The same requirements apply to the use of the test mark.
- The scope of the verification is listed in the German or English verification text. Translation into other languages is done to the best of our knowledge. In case of doubt or contradiction, the German or English version of the certificate is authoritative.
- The specific test mark to be used depends on the certificate issued.
- The authorisation to use the certification mark is valid only for the Client's verified entity (e.g. company, business premises, products) as listed in the certificate. The use of the test mark outside the scope of the verification is not permitted.
- The use of the test mark and the certificate is limited to the client and may not be transferred from the client to third parties or legal successors without the express permission of the certification body. If a transfer is desired, a corresponding application must be submitted. If necessary, a new audit must be carried out.
- The test mark may only be used in the form provided by the certification body. The sign must be easy to read and clearly visible. The Client is not authorised to make changes to the certificate and the test mark. Certificates and test marks must not be used in a misleading manner, e.g. for advertising purposes.
- The test mark may only be used by the customer and only in direct connection with the verified unit (company or company name, company logo; Product; service, etc.) can be used.
- The Client shall be responsible for ensuring that the test mark and the certificate are only used in competition in such a way that a statement is made about the Client's verified area in accordance with the verification.
- The contracting authority must ensure that the competition does not give the impression that the verification by the certification body was an official inspection.
- Changes to the verified entity must be reported to the certification body immediately. The certification body can make the maintenance of the certificate dependent on compliance with the underlying verification standard or on an additional audit.
- Should the certification body be held liable in accordance with the principles of product liability due to the use of the test mark and/or certificate by the client in breach of contract, the client is obliged to indemnify the certification body against all claims by third parties. The same applies to cases in which the certification body is claimed by third parties through advertising statements or other conduct of the client.

- The Client shall be granted the non-transferable, limited in time to the term of the contract and non-exclusive right to use the test mark and the certificate in accordance with the above. In the event of suspension or withdrawal of the certificate, neither the certificate nor the test mark may be used from the date of suspension or withdrawal (regardless of the contract term).

2 TERMINATION OF THE RIGHT OF USE

2.1 End of the right of use of the certificate and test mark

The Client's right to use the test mark and to use the certificate ends automatically with immediate effect, without the need for termination, if, among other things:

- the client does not immediately notify the certification body of any changes in the circumstances of its verified entity (company, product, service, etc.) relevant for verification or signs of such changes,
- the test mark and/or the certificate is used in a manner that violates number 2,
- the validity is exceeded,
- the follow-up tests no longer justify the maintenance of the certificate,
- insolvency proceedings are opened against the assets of the principal or an application for insolvency proceedings against him is rejected for lack of assets,
- follow-up inspections cannot be carried out within the specified deadlines for reasons for which the Client is responsible,
- measures to remedy non-conformities have not been implemented within the specified deadlines or are insufficient as a result, or
- disputes concerning competition law or intellectual property rights concerning the test mark arise.

After the expiry of a certificate, the certificate must be returned to the certification authority, even if there is permission to distribute remaining stock (if applicable) with the test mark. However, this marketing authorisation can be granted for a maximum of 3 months after the expiry of the certificate. For the duration of the sales licence, the terms and conditions, the testing and verification regulations and the fee schedule of the certification body remain valid.

If a marketing licence is not granted or withdrawn, the holder of the certificate is obliged to remove the test mark from all products of the type in question that are available to him or to destroy the products and to enable the certification body to carry out a corresponding verification. In special cases, the certification body may require a recall.

2.2 Certification authority

The certification body is entitled to suspend or terminate a certificate and thus the authorisation to use the test mark if the certification body subsequently becomes aware of corresponding new findings for the assessment of the verification procedure or the result of the verification procedure.

The Certification Body reserves the right to decide on verification, granting, refusal, maintaining certification, extending or limiting the scope of verification, renewal, suspension or restoration after a suspension, or withdrawal.

The certification body has the right to initiate a decertification procedure after expert analysis and to suspend, withdraw or invalidate the certificate if the reasons listed in 2.1 occur. If the client can prove that a condition in accordance with the requirements exists again no later than 6 months after the suspension, the verification can be reinstated. The additional costs incurred are to be borne by the client.

The General Terms and Conditions for the Certification of Management Systems apply accordingly to certificate supplements.

2.3 Client

Upon termination of the right of use, the Client is obliged to immediately withdraw and destroy all certificates (originals, copies, pdf documents) and to cease advertising the certificates. The same applies to the use of the test mark. Appropriate proof of this must be provided to the certification body.

2.4 Right to immediate termination of the contract

The certification body has the right to terminate the contractual relationship with immediate effect if the client is legally prohibited from using the certificate and the test mark. The same applies to the certificate.