

1. Tasks of the verification body and the client

1.1 Tasks of the verification body

- The TÜV NORD CERT Verification Body (hereinafter referred to as “verification body”) undertakes to treat confidentially all the information regarding the client's company to which it has been granted access in accordance with the agreed confidentiality rules and to use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the verification body, and also detailed reporting and rendering of information to the arbitration body in cases of conflict are excluded from this obligation. The verification body implements verification and surveillance according to the rules of TÜV NORD CERT. The requirements of the standard or quality standard referred to in the offer, and those of the national legislation on which the accreditation / designation of the verification body / notified body is based, form the basis of the verification.
- The verification body shall perform the verification and surveillance based on the respective procedure and the regulations/standards and shall issue a TN conformity mark if the result is positive.
- The verification body keeps and publishes a list of the verified companies, also stating the scope of the verification on request.
- Complaints of third parties regarding hygiene and cleanliness requirements of clients who have been verified by the verification body are recorded in writing, checked and then dealt with.

The verification body records complaints and claims of the client with regard to the verification procedure in writing, checks the facts of the case and investigates the complaints / claims. If no agreement is reached between the client and the verification body, the complaints / objection procedure published on the Internet of TÜV NORD CERT (www.tuev-nord-cert.com) is used.

1.2 Tasks of the client

- At least one week before performance of the on-site check (verification, surveillance or reverification check) the client provides the necessary documents to the check team leader, such as hygiene and cleanliness documentation, records regarding internal checks that have been performed and the management review documentation.

General Conditions for the Verification of Hygiene and Cleanliness Checks

- The client performs a complete internal check before the verification check, which covers all the hygiene and cleanliness requirements of the TN standard A75-S041 and the processes and sites relevant for the scope of the TN conformity mark. A management review is also carried out.
- The client creates a “risk-based” internal check programme for the 6-month verification cycle, which covers all the hygiene and cleanliness requirements, taking the size of the organisation, the scope and the complexity of the hygiene and cleanliness requirements , the products and processes and the relevant sites into consideration. The check programme shall be evaluated at least bi-annually with regard to its suitability and effectiveness.
- The client performs a management review within the verification cycle.
- The client allows the verification team access to the relevant organisation units of the company and allows records that are relevant for the operation of the hygiene and cleanliness requirements to be viewed.
- He names a contact person from the company management who is responsible for the execution of the check. This is in general the representative who has been appointed for the respective hygiene and cleanliness requirements .
- The client is obliged to inform the verification body immediately in writing of all important changes which occur after issue of TN conformity marks or extensions or additions to TN conformity marks (this affects for example changes regarding to the legal and organisational form of the company, the economic or ownership situation of the company, the organisation and the management [such as key members of staff in management positions, decision makers or specialist or high-level technical personnel etc.], the contact address and the sites, the scope of the verified hygiene and cleanliness requirements as well as important changes to the hygiene and cleanliness requirements and the processes).
- The client has the obligation to inform the verification body immediately of any serious incidents (e.g. recalls, accidents at work, hazardous incidents, process upsets). From its side, the verification body will take corresponding steps to assess the situation and its impact on the verification and will undertake corresponding actions.
- The client has the obligation to record all objections in relation to the hygiene and cleanliness requirements and its effectiveness, along with corrective actions and their results.

- The client has the obligation, to close non-conformities stated during the verification to close these prior to any issuing of the TN conformity mark. Depending of the decision of the verifier effectiveness of closure will be either checked desktop by evaluating submitted documents or by a follow-up on-site verification.
- In order to avoid situations of conflict between the verification body and a possible advisory or consultancy organisation, the client shall inform the verification body of advisory or consultancy services that have been used in the area of hygiene and cleanliness requirements before or after conclusion of the contract. This also includes organisations, which have carried out “in-house training” or internal hygiene and cleanliness requirements checks.
- The client has the right to decline verifiers nominated by the verification body. If no agreement can be reached following 3 proposals, the contract may be dissolved by the verification body.
- It can be necessary to perform additionally short-notice or unannounced checks, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended TN conformity marks. In such cases
 - the verification body specifies the conditions under which these short-notice check visits are to take place,
 - it is not possible to object to members of the check team for short-notice checks.
 - costs resulting from the additional check will be charged to the client.

1.3 Arrangements regarding occupational health and safety

1.3.1 Arrangements to be undertaken by the client

- In due time before performance of the contractual services, the client shall provide information regarding risks, hazards and stress, which could originate from the working environment in the client’s factory or at the client’s premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and if appropriate, to what extent, risk and hazard assessments are required for the activities that have been ordered. Legal requirements apply.
- The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.

- The client shall ensure that employees of the verification body only perform work when accompanied by an employee of the client.
- The client shall provide the employees of the verification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.
- The client shall supply any necessary personal protective equipment which may be necessary and which is not provided by the verification body (helmet, safety boots or shoes, ear and eye protection – e.g. ear defenders, safety spectacles/goggles) free of charge.

1.3.2 Verification Body

- The employees of the verification body may only undertake work if the circumstances and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards / risks / stresses.

2. Validity and rights of use of the TN conformity mark

- The validity of the TN conformity mark begins with the date when the TN conformity mark is issued and ends as mentioned on the TN conformity mark. The term of the TN conformity mark depends on the particular standard on which the check is based, but may not exceed a maximum of 6 month. This assumes that, based on the date of the verification check, regular surveillance checks are performed in the company according to the specific accreditation rules or verification standards (e.g. yearly, half-yearly) with a positive result. A surveillance check at short notice may also become necessary in certain justified cases. It is within the discretion of the verification body to decide on the necessity for such a check.
- The scope of the verification is listed in English language. A translation into other languages is provided in good faith. In case of doubt or objection, only the English version of the TN conformity mark is binding.
- Approval for use of the TN conformity mark only applies for the area of the client's company which has been verified. Use of the TN conformity mark for activities which lie outside the scope of the verification is not permitted.

- The TN conformity mark may only be used in the form that is provided by the verification body. The mark must be easy to read and clearly visible. The client is not authorised to make changes to the TN conformity mark and/or the TN conformity mark. The TN conformity mark and the TN conformity mark may not be used in a misleading manner for advertising purposes.
- The TN conformity mark may only be used by the client and only in immediate association with the company name or the company logo of the client. It may not be used on products or product packaging, nor be used in relation to products and/or procedures of the client, that could be interpreted as confirming product conformity.
- It is not permitted to make use of the TN conformity mark on laboratory test reports, calibration TN conformity marks or inspection reports or TN conformity marks for persons, as these documents are classified as products in this connection.
- The client must ensure that the TN conformity mark and the TN conformity mark are only used in advertising in such a way that a statement regarding the verified area of the client, which corresponds to the verification, is made. The client also has to make sure that, within the framework of competition, the impression is not created that verification by the verification body is equivalent to a governmental or official inspection.
- If a claim is made against the verification body according to the principles of product liability based on use of the TN conformity mark and/or TN conformity mark by the client which infringes the conditions of the contract, the client has the duty to hold the verification body harmless and to release the verification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the verification body by a third party based on advertising claims or other behaviour on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the TN conformity mark and the TN conformity mark in accordance with the conditions stated above.
- Use of the TN conformity mark and the TN conformity mark is limited to the client and may not be transferred to third parties or legal successors without the express permission of the verification body. If the client wishes to transfer the right of use of the

TN conformity mark and the TN conformity mark, a corresponding application has to be submitted. A new check must be performed if necessary.

- The TN conformity mark to be used in the individual case depends on the TN conformity mark that is issued.

3. Ending of rights of use

3.1 The right of the client to use the TN conformity mark and to claim ownership of the TN conformity mark ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the verification, or indications that such changes may occur, to the verification body,
- the TN conformity mark and/or the TN conformity mark are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance checks no longer justify maintenance of the TN conformity mark,
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
- surveillance checks cannot be performed within the specified periods for reasons which fall under the responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the TN conformity mark in connection with competition law or intellectual property rights.

The verification body is entitled to suspend or terminate a TN conformity mark, and thereby the entitlement to use the TN conformity mark, if the verification body subsequently becomes aware of new information pertaining to the assessment of the verification procedure or its result.

The verification body reserves the right to make final decisions in relation to the verification, issue, refusal or maintenance of the verification, extension or

restriction/limitation of the scope of the verification, renewal, suspension or reinstatement following suspension, or withdrawal of the verification.

In addition, the verification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the TN conformity mark is prohibited to the client in a manner which is legally binding. The same applies for the TN conformity mark.

- 3.2 The verification body has the right to instigate a de-verification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the TN conformity mark to be invalid. If, by at the latest 2 months following a suspension, the client is able to prove that a situation corresponding to the requirements for verification again exists, the verification can be reinstated. Any costs associated with this shall be the responsibility of the client.
- 3.3 Upon termination of the right of use, the client is obliged to immediately collect and destroy all TN conformity marks (originals, copies, pdf documents) and to cease advertising with the TN conformity marks.
- 3.4 The General Conditions for the Verification of Hygiene and cleanliness requirements s apply correspondingly for extensions or additions to TN conformity marks.