



6.2 Terms and Conditions of Certification

(Including particular conditions for the assessment of management systems by DQS Certification AUSNZ Pty Ltd, hereinafter termed "DQS", with its contracting partners, hereinafter termed "customers".)

1. Scope

These conditions apply to contracts agreed between DQS and its customers, unless it is otherwise agreed in writing or so prescribed by statutory instruments.

In the following text, audits and assessments are referred to as "assessments", auditors, assessors and experts are referred to as "assessors" and reports on audits and assessments are referred to as "assessment reports".

2. Assessment of management systems

DQS assesses the management system of its customer, or parts thereof, with the goal of determining its conformity with agreed requirements, including the effectiveness of the system. The customer receives an assessment report and a DQS certificate or confirmation. DQS is independent, neutral and objective in its assessments. Assessments are performed at the customer's place of operations. The type, extent and time schedule of the procedure are subject to separate agreement by the parties. If nonconformities with the requirements of the respective standard or specification are identified during an assessment, the corrective actions must demonstrably be carried out by the customer within the time frame specified in the reference document or by an appropriate agreed deadline, before a DQS certificate can be issued. DQS strives to minimize any disturbances of the business process while conducting the assessment on the customer's premises.

3. Selection of assessors

The number and choice of assessors is incumbent upon DQS, who will nominate the assessor(s) and provide their abbreviated biographies to the customer. DQS commits itself to use only assessors who are suitable for the task on the basis of their technical qualifications, their experience and their personal abilities. They are authorized assessors for the required standard(s) or specification(s) and have appropriate experience in the customer's area of operation as well as in management and auditing.

The customer is entitled to reject the assessor(s) proposed by DQS without specifying any reasons. In that case, DQS will submit other assessors for consideration. The entitlement to reject assessors may be exercised only once at the beginning of both the preparatory and the surveillance phase. Should an assessor become unavailable immediately before or during the assessment, the two parties shall mutually agree on how to proceed.

4. Rights and obligations of DQS

4.1. Confidentiality and data protection

DQS commits itself to confidentiality concerning all information made available to it in the context of its activities on the customer's premises, whether this information relates to internal matters of the customer or to its business relations. This also applies to verbal and written results of the assessment. DQS only passes information to third parties with the written authorization of the customer. DQS retains records associated with assessments for a minimum of one certification cycle (usually three years). These commitments also apply after termination of the contract.

DQS operates a secure web portal on its website, which allows access to assessment results and other relevant information. Customers may only enter this web portal after having received authorization from DQS headquarters (log-in data and password) and submitting electronic or written consent.

4.2. Accreditation and authorization

DQS is authorized by various accreditation bodies and authorities to issue assessment reports and certificates according to various standards and specifications. This includes the obligation to allow employees or auxiliary persons of these bodies to participate in assessments. In so far as this is essential for accreditation procedures, DQS allows these individuals access to both its own documents and customer-related data. These employees are sworn to secrecy. Whenever individual standards or specifications explicitly require, customer-related data and assessment results are passed on to these bodies. In this case, the customer's assent is presupposed.

4.3. Liability

DQS may be held liable only in case of intent and gross negligence. This also applies to its vicarious agents and auxiliary persons. Upon request, DQS will provide evidence of liability insurance for contracted services.

4.4. Limitation of liability

In cases where any liability on behalf of DQS may arise, it is limited to provisions outlined in the applicable insurance policies.

4.5. Publicity

DQS maintains and publishes a register of all customers holding a current DQS certification. This publication contains the name and address of the certified organization as well as the scope and reference standard/specification. The customer's consent to this publication is presupposed.

4.6. Compliance of certified management systems

DQS verifies the compliance of the customer's certified management system by performing regular assessments (usually on an annual basis). Should DQS receive information from third parties which dispute the conformity of a certified management system, DQS is entitled to perform additional, non-routine assessments after discussing the requirement with the customers.

At all times, DQS reserves the right to perform additional, unannounced assessments, whenever justified.

4.7. Scheduling appointments



DQS and the customer schedule appointments as far in advance as possible. Appointments are confirmed in writing. In case a confirmed appointment cannot be maintained by reason of the customer, DQS may charge the customer for expenditures actually incurred in preparing for this appointment.

4.8 Customer's inadequate response to Immediate Threat and Hazards found during audit

DQS reserve the right to suspend the audit if response by the customer to rectify unsafe and environmentally irresponsible conditions and or behaviour is not adequate as deemed by the DQS Lead Auditor.

Where nonconformity poses an immediate threat to OHS such as reported incidents, unsafe work practices potentially breaching occupational health and safety, environmental regulations and or Act of Parliament legislative requirements these shall be recorded and the evidence photographed, if applicable.

The customer will be required to undertake immediate remedial action to restore safe and environmentally responsible workplace conditions. In the event of inadequate response as judged by DQS Lead auditor, the audit may be suspended until the risk is removed, mitigated and significantly reduced to acceptable level.

DQS may reduce the client's scope of certification to exclude the parts not meeting the requirements, when the client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification.

DQS may extend the client's scope of certification upon request. The circumstances under which the extension of scope may be considered shall be supported in writing by the client. Upon receipt of the request to extend the scope DQS shall review its capability to deliver certification service under the new scope.

5. Rights and obligations of the customer

5.1. Management system

The customer must implement and maintain a documented management system which fulfils the requirements of the standard or specification upon which it is based. All actions necessary to ensure the stability and compliance of the management system must be carried out and documented.

5.2. Duty of disclosure

The customer ensures that DQS has access to all necessary information and the requisite facilities to fulfil its task and commits all nominated representatives and employees to provide the assessor with accurate and complete information in a timely manner concerning all processes which may be significant to the assessment. Within the scope of certified management systems, all records relating to complaints and their corrective actions must be presented to DQS upon request.

5.3. Notification of significant events and changes

The customer is obligated to inform DQS without delay of any significant events and changes which may influence and adversely impact the certified management system.

This applies in particular to any regulatory and legislative breaches, serious OHS or Environmental incidents, purchase or sale of the company or part thereof, any change in ownership, major changes in the area of operations, fundamental alterations in processes or the filing for bankruptcy or composition proceedings. This includes but is not limited to fatal incidents, serious injuries, occupational diseases or legal action by a regulatory authority.

The customer is further required under the legally enforceable agreement and the Terms and Conditions of Certification to notify DQS at the time of surveillance and re-certification of any breaches of legislation and OHS related findings by third parties.

In any of these cases, DQS will consult with the customer and examine how the certificate may be maintained.

5.4. Confidentiality and secrecy

The customer is permitted to forward the assessment report in its entirety. The forwarding of extracts is not permitted.

The documents provided to the customer by DQS, including the DQS certification symbol, are protected by copyright. The customer explicitly acknowledges all documents that are provided or made available by DQS for examination remain the property of DQS, and that they will be used only for the needs of the company and not made available to third parties or to be used for purposes other than those agreed upon.

The customer is obliged to maintain strict confidentiality about any information revealed within the terms of this agreement as well as of all knowledge of matters relating to DQS, its employees and assessors. This obligation also applies after termination of the contract. The customer similarly accepts this obligation on behalf of any vicarious agents and auxiliary persons.

5.5. Independence of the assessment

The customer is obliged to avoid anything that might compromise the independence of the employees and assessors of DQS. This applies in particular to offers of consultancy, of employment both salaried and free-lance, to separate agreements about fees or other monetary rewards.

6. Services, invoices and terms of payment

The customer acknowledges General Terms and Conditions in their current versions, unless stipulated otherwise in a contract. Invoices will be issued following each stage of performance and are due for payment in full within 30 days from the date of the invoice, without deductions.

In case of delayed payment beyond agreed trading terms, DQS is entitled to charge interest at the current bank rate for any unsettled amounts over 30 days.

7. Certificates and certification symbols

7.1. Issuance and use



DQS is obliged to grant a certificate and deliver it up to the customer upon fulfilment of all certification requirements and contractual obligations. The certification decision is the sole responsibility of DQS, based on the assessor's recommendation for issue, as recorded in the assessment report.

Certificates and certificate symbols may be used for promotion. Such use is restricted to the scope and the period of validity of the certification. Certificate symbols may not be attached directly to a Program or used in such a way as to give rise to the impression of being related to the conformity of a Program with the standard or specification on which they are based. DQS is obliged to ensure correct use of certificate symbols to the best of its ability.

Certificates and certificate symbols may not be transferred to successors in title or other organizations. After a certification has been suspended, withdrawn or annulled, the customer must desist from any promotion making use of the certification. The customer commits to return the certificate following withdrawal or annulment.

The right of retention is precluded. Only individuals so authorized by DQS may reproduce or alter certificates and certificate symbols.

7.2. Non-issuance of certificates

DQS may only issue certificates if all requirements have been fulfilled following the assessment (initial/re-assessment). In case of non-fulfilment, the assessor documents the shortcomings in a nonconformity report or announces the restraints which must be complied with in order for a certificate to be issued.

All nonconformities or restraints must be eliminated or complied with within three months. If necessary, DQS will repeat the assessment in full or in part. The resulting costs will be invoiced in accordance with the current price list, based on the effort required. If the nonconformities have not been eliminated within this period of three months, or if the prerequisites for the granting of a certificate have not been achieved even after two follow-up assessments, the certification procedure is concluded by issuing a report without a certificate.

7.3. Suspension, withdrawal and annulment of a certificate

a) Suspension:

DQS is entitled to suspend a certificate for a limited period of time if the customer demonstrably violates contractual or financial obligations towards DQS, particularly if:

- Corrective actions to the management system have not been demonstrably and effectively implemented within the agreed-upon time frame;
- The appointments suggested by DQS for assessment(s) necessary for the maintenance of the certification have not been complied with and the usual time limit of twelve months since the previous assessment has thereby been exceeded;
- DQS has not been informed in a timely manner about planned changes to the management system and other changes which affect the system's conformity with the standard or specification which forms the basis for the assessment;
- A DQS certificate, an IQNet certificate or a certification symbol has been used in a misleading manner

In such circumstances, DQS shall first announce a possible suspension in writing. If the reasons for the suspension are not eliminated within two weeks, DQS informs the customer in writing about the suspension of the certification stating the reasons as well as the corrective actions necessary for the certification to be reinstated. Certifications are suspended for a restricted period (usually a maximum of 90 days). If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension of the certification is cancelled and certification reinstated.

b) Withdrawal:

DQS is entitled to withdraw certificates after giving written notice of intent or to declare them invalid if:

- The suspension period of the certificate has been exceeded,
- The conformity of the management system with the standard or specification on which it is based is not ensured;
- The customer continues to use the certification for promotion following the suspension of the certificate;
- The customer uses the certification in such a way as to undermine the reputation of the certification body;
- The preconditions which led to issuing the certificate no longer apply or the customer is not prepared to eliminate nonconformities;
- The customer effectively terminates the contractual relationship with DQS
- Non-compliance with these Terms and Conditions including non-payment for DQS services within agreed trading terms

c) Annulment:

DQS is entitled to annul certificates, or retroactively declare them invalid, if:

- It subsequently turns out that the preconditions required for issuance of the certificate had not in fact been fulfilled;
- The customer has compromised the certification procedure so that the objectivity, neutrality or independence of the assessment result is in question.

8. Appeals and complaints

Every customer has the right to have services performed within the agreed scope in such a way that expectations and requirements are fulfilled. In case of non-fulfilment, DQS requests information necessary for improvements. In case of a difference of opinion with assessors or DQS itself, each customer has the right to submit an appeal or a complaint against a decision.

In the first instance, complaints should be expressed verbally or in writing to the Managing Director of DQS Certification AUSNZ Pty Ltd. If a solution cannot be worked out between the customer and the Managing Director of DQS Certification AUSNZ Pty Ltd, as a next level the DQS Certification AUSNZ Pty Ltd Advisory Panel may be appealed to in writing. A failure to resolve complaint after detailed consideration by the DQS Certification AUSNZ Pty Ltd Advisory Panel may trigger a reason for



the complaint together with all relevant documentation to be forwarded to the DQS Headquarters in Frankfurt am Main, Germany for further consideration and the final resolution.

9. Arbitration

In the event of failure to resolve a major complaint through the process outlined in the section 8. Appeals and Complaints the independent VCAT arbitration may be deployed. This is particularly relevant to case of serious complaints and in cases of dispute over evaluations or the issue, suspension or withdrawal of a certificate. Prerequisite for independent arbitration is an agreement by both parties to have the matter in dispute resolved without resorting to any further legal action (arbitration agreement), along with a jointly-prepared written presentation of the situation.

The arbitration process Victorian Civil and Administrative Tribunal -VCAT is governed by the legislation and under the jurisdiction of State of Victoria.

10. Duration and termination

The agreement is concluded for an unlimited period of time on the date of placing the order. The customer may issue a written notice of termination a minimum of one month in advance without stipulating any particular reasons. In the case of termination by the customer, DQS reserves the right to charge for services already provided. DQS may only terminate upon good cause shown, particularly in case of contravention of clauses 5, 6 and 7.

11. Jurisdiction and applicable laws

Court of jurisdiction is Victoria and the Victorian law applies in all respects.

12. Diverging agreements

Diverging or supplementary agreements have to be made in writing. Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such cases, the void and/or illegal and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of this agreement.

13. Additional conditions

In addition to the provisions stipulated above, specific requirements of individual standards or specifications and their complementary interpretations obtain in their current versions.

14. Management of Impartiality

In order to uphold confidence in and integrity of the independent certification DQS Certification AUSNZ Pty Ltd management is committed to maintenance of impartiality throughout the certification process. We fully understand the importance of impartiality in carrying out our management system certification activities, managing potential conflicts of interests and ensuring the objectivity of the entire process. Our certification decisions shall be based on objective evidence of conformity or otherwise obtained during audits and our decision shall not be influenced by any other interests or by other parties. DQS Certification AUSNZ Pty Ltd compliance with this requirement is overseen and reviewed by the independent Advisory Panel conducting periodic audits of our management of impartiality.

Date: 9 June 2015

DQS Certification AUSNZ Pty Ltd – is a member of DQS-UL Group