General Terms & Conditions of Certification of the Kiwa Group Germany for the Certification of Products, Processes or Services, in particular in accordance with DIN EN ISO IEC 17065

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1st Purpose and scope

1.1. These General Terms & Conditions of Certification govern the process and the certification-specific rights and obligations of Kiwa and its customers in the context of the certification of products, processes or services, in accordance with DIN EN ISO IEC 17065 and other relevant legal regulations. They serve to implement the mutual requirements that must be met by Kiwa as a certification body as well as by Kiwa's customers within the framework of certification in accordance with the relevant framework regulations, in particular DIN EN ISO IEC 17065.

1.2. These General Terms & Conditions of Certification are used by several companies of the Kiwa Group. Therefore, within the framework of these General Terms & Conditions of Certification, "**Kiwa**" means the company of the Kiwa Group that has referred to these General Terms & Conditions of Certification within the framework of a contract concluded by it (Certification Agreement) for product certification or certification of processes or services. The certification is carried out by one of the bodies set up at Kiwa –which function professionally without being bound to instructions – and includes testing and inspection bodies. "**Customer**" means the other party to such a contract, i.e. the party that has entrusted Kiwa with the implementation of such a certification process. "**Accreditation authority**" means the body that accredits, designated as a notified body or recognizes, and "**regulations**" means the accreditation, notification or other recognition regulations relevant to Kiwa (in particular DIN EN ISO IEC 17065) including the normative references contained therein, such as to ISO/IEC 17000 Conformity Assessment — Terms and General Principles, ISO/IEC 17020 General Criteria for the operation of different types of bodies that carry out inspections, ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories. In case of doubt, the German version of the regulations (in particular DIN EN ISO IEC 17065) is decisive.

1.3. Kiwa is a certification body that is accredited or designated as a notified body or otherwise recognised in accordance with various regulations. Kiwa, for example, is accredited by Deutsche Akkreditierungsstelle GmbH ("DAkkS") in accordance with DIN EN ISO IEC 17065. For construction products in accordance with the state building codes or the EU Construction Products Regulation, Kiwa has been recognised or designated as a notified body by the German Institute for Construction Technology (DIBt).

1.4. When fulfilling a certification agreement, Kiwa must demonstrably comply with and implement the requirements for its respective accreditation, designation as a notified body or other recognition (in particular DIN EN ISO IEC 17065), including the normative references to customers contained therein. This is monitored and controlled by the registration office.

1.5. In particular, there may be a review in individual cases of the specific certification procedure (including the result) by the accreditation authority. In such a case, proof of compliance may require the disclosure of customer data and specific circumstances of the case, as well as other acts of cooperation by the customer (for example, in the inspection of production facilities). Further regulations on the

customer's obligations can be found in section 4.

1.6. A certification agreement usually consists of a main document and several annexes, which are referred to in the main document or in other annexes. The certification agreement can be concluded in various ways, in particular by the joint signing of a contractual document by the customer and Kiwa or by the customer commissioning Kiwa on the basis of an offer prepared by Kiwa.

1.7. The provisions of these General Terms & Conditions of Certification do not contain any statement about remuneration. In particular, unless otherwise agreed, all inspections, measures and other services provided by Kiwa that are prompted by the changes in the facts or in the normative basis of the certification described in these General Terms & Conditions of Certification (e.g. of the certification program or the production process) shall, as standard, be remunerated separately as extra services/additional expenses. Unless otherwise agreed, the same shall apply to additional examinations, measures and other services provided by Kiwa in order to obtain certification after certification has initially been refused or should have been refused.

1.8. Deviating, conflicting or supplementary general terms and conditions of the customer or oral ancillary agreements shall not become part of the contract, unless Kiwa expressly agrees to their validity in writing or in text form. Kiwa's objection to deviating, conflicting or supplementary general terms and conditions of the customer shall also apply in particular to the extent that Kiwa provides a service without reservation in knowledge of deviating, conflicting or supplementary general terms and conditions of the customer.

1.9. These General Terms & Conditions of Certification exist in a German and an English version. In the event of any inconsistency between the German and English versions, the German version shall prevail

1.10. When these General Terms & Conditions of Certification refer to "written form" or "in writing", this means the written form in accordance with Section 126 BGB and when "text form" is mentioned, this means the text form in accordance with Section 126b BGB.

2nd Basics of certification

2.1. Kiwa is responsible for the certification procedure and implementation.

2.2. Certification confirms the conformity of certified products, processes or services (collectively referred to as the "**certification object**") with the relevant certification requirements.

2.3. Certification requirements are all specified requirements that must be met by the customer in order for a certificate to be issued or maintained. This includes, firstly, the requirements that Kiwa imposes on the customer in order to comply with the regulations, and secondly, the requirements for the certification object itself, which are set out in standards or other normative documents, such as regulations, standards and technical specifications (hereinafter referred to as "**certification requirements**").

2.4. If a standard relevant for certification does not correspond to the state of the art in an area that has an impact on the essential safety requirements for a certification object, Kiwa is entitled to impose additional requirements on the certification object for certification beyond this relevant standard.

2.5. Certificates are generally not transferable to third parties.

2.6. Kiwa will give reasonable notice of any planned changes to the certification requirements and will adapt its procedures to these changes in the certification requirements.

2.7. If the certification program introduces new or revised requirements that affect the customer, Kiwa will ensure that these changes are brought to the attention of all customers.

2.8. Kiwa will examine the implementation of the changes by its customers and take action as required by the program.

3rd Independence, impartiality & confidentiality

3.1. Kiwa operates independently, impartially and without discrimination. Kiwa's current confidentiality and independence statement is published on the Kiwa website.

3.2. Kiwa and its personnel are free from any commercial, financial and other influences that may affect their technical judgement. All influence of internal or external persons or organizations on the results of tests, inspections and certification procedures is ruled out.

3.3. Kiwa is entitled and obliged vis-à-vis the Customer to handle all information received or created during the performance of the certification activities in accordance with the contract.

3.4. All employees involved in testing, inspection and certification at Kiwa are obliged in writing to maintain confidentiality.

3.5. With the exception of the information that the Customer makes publicly available, or if agreed between Kiwa and the Customer (in particular because this is necessary for the implementation of the Certification Agreement), all other information will be considered protected and treated confidentially by Kiwa. Information about the Customer that comes from sources other than the Customer (e.g. complainants, authorities) must also be kept confidential. Kiwa will inform the Customer in advance of the information it intends to make freely available.

3.6. Kiwa is entitled to disclose the Customer's confidential information to third parties (e.g. authorities and accreditation bodies) if this is necessary for the implementation of the certification agreement, if this is required by applicable regulations or if this is done in order to comply with legal obligations. Kiwa may further pass on confidential information of the Customer to third parties if this is the only way to avert an existing health hazard, imminent danger or other endangerment to life and limb.

3.7. If Kiwa is required by law or authorized by the foregoing contractual agreement to disclose confidential information, Kiwa will, unless prohibited by law, inform the relevant Customer or person of the information being disclosed.

4th General obligations of the Customer

4.1. By concluding a certification agreement in relation to Kiwa, the Customer acknowledges the rules and regulations resulting from the regulations for Kiwa as binding. In addition to the rights and obligations expressly regulated in these General Terms & Conditions of Certification, all other requirements to be observed by Kiwa in the context of its respective accreditation, designation as a notified party or other recognition (in particular in accordance with DIN EN ISO IEC 17065) shall apply in relation to the Customer. This applies even if such requirements are not specifically mentioned in these General Terms & Conditions of Certification.

4.2. Kiwa's procedural rights vis-à-vis the customer result in particular from the customer's acknowledgement of the relevant rules arising from the regulations. Kiwa is therefore entitled, for example, to demand the customer's cooperation in the review of a specific certification procedure by the approval body within the framework specified by DIN EN ISO IEC 17065 (including normative references).

4.3. Inversely, the Customer has corresponding obligations to cooperate with regard to Kiwa's compliance with all regulations, including vis-à-vis the accreditation authority. This applies, for example, to all regulations of DIN EN ISO IEC 17065 (and its normative references) on the transmission of necessary information and evidence to and inspection rights for the accreditation authority.

4.4. By concluding the certification agreement, the Customer undertakes, in addition to the obligations set out in the certification agreement, to:

4.4.1. always comply with the certification requirements, including the implementation of corresponding changes, when these are communicated by Kiwa;

4.4.2. ensure that if the certification applies to ongoing production, the certified product will continue to meet the product requirements;

4.4.3. take all necessary precautions for:

- carrying out the evaluation, including the examination of documentation and records, access to the relevant equipment, location(s), area(s) and personnel, and the Customer's subcontractors;
- the investigation of complaints relating to the certification object;

4.4.4. not make false or falsified statements to Kiwa;

4.4.5. to provide Kiwa immediately and free of charge with the documents and documentation that Kiwa requests from the Customer for the purpose of carrying out the certification;

4.4.6. make claims regarding the certification in accordance with the scope of the certification;

4.4.7. not to use the certification of a certification object in a manner that could bring Kiwa into disrepute, and not to make any statements about its certification of a certification object that Kiwa may consider misleading or unjustified;

4.4.8. in the event of suspension, restriction, withdrawal or termination of the certification, cease use of all documents (such as promotional materials, data sheets, labels, etc.) that contain any reference to the certification and to take the other measures regulated in Sections 14 et seq. and, where applicable, the measures required by the certification program (e.g. the return of certification documents and/or the informing of certain bodies);

4.4.9. reproduce certification documents in their entirety or as specified in the certification programme in the event that the Customer makes these documents available to others;

4.4.10. meet Kiwa's requirements or those defined in the certification program when referring to the Customer's certification in communication media, such as documents, brochures or promotional materials;

4.4.11. comply with all requirements described in the certification program that relate to the use of conformity marks and information relating to the certification object;

4.4.12. inform Kiwa immediately of any serious complaints regarding the certification object. "Serious" are all complaints concerning a defect in the certification object that may endanger or injure a person's life, body, health or property.

4.4.13. keep records of all complaints regarding the certification object that have been made known to the Customer in relation to the requirements for the certification object and to make these records available to Kiwa without undue delay and free of charge upon request and to inform Kiwa of the measures taken by the Customer to remedy the complaint;

4.4.14. take appropriate measures with regard to such complaints pursuant to No. 4.4.12 and 4.4.13, as well as any defects discovered in the certification objects that affect compliance with the certification requirements, and the actions taken;

4.4.15. inform Kiwa immediately of any changes that may affect the ability to meet the certification requirements, such as:

- legal, economic or organizational status or ownership;
- organization and management (e.g. key positions, decision-making processes or technical staff);
- changes to the product or manufacturing method;
- changes in the organization and management of production facilities where certified products are manufactured
- contact addresses and production sites;
- significant changes to the quality management system.

4.4.16. designate a contact person for Kiwa who can be reached during normal business hours;

4.4.17. take all necessary and appropriate measures necessary to eliminate or remedy any impediment or interruption that prevents Kiwa from providing the service;

4.4.18. to ensure, under its own responsibility, all necessary measures for the physical and legal safety of working conditions, places and facilities during the performance of the contractual services assumed by Kiwa during on-site inspections – at the same time as a direct legal obligation towards the employees of the contractor and its subcontractors. This applies in particular to ensuring that any special requirements for occupational safety are met. If necessary, the Customer shall notify Kiwa of these requirements prior to the execution of the respective certification service. Unless otherwise agreed, protective equipment that goes beyond per-sonal protective equipment will be provided by the customer at its own expense. Occupational health and safety instructions for employees of Kiwa and its subcontractors are

carried out by professionally trained personnel of the customer, for which the customer is solely responsible. For its part, the customer cannot rely on any recommendations from Kiwa in this respect, regardless of whether it has requested such or not.

4.5. The Customer authorizes Kiwa to obtain the information required for the implementation of the certification from participants, authorities or third parties and grants Kiwa a separate written power of attorney for this purpose upon request.

4.6. If Kiwa devices or documents are made available to the Customer, they remain the property of Kiwa. The Customer undertakes to handle these with care, to treat the documents provided confidentially in accordance with the provisions of Kiwa's GTC, not to pass them on to third parties without Kiwa's consent and to return them to Kiwa after termination of the certification agreement.

4.7. The Customer is only permitted to use Kiwa's company name and/or registered trademarks for advertising purposes of any kind with the prior consent of Kiwa in written or text form.

4.8. The Customer's obligations are not conclusively regulated in these General Terms & Conditions of Certification. Obligations of the Customer that go beyond the content of these General Terms & Conditions of Certification, in particular obligations to cooperate, generally result directly from the concluded certification agreement.

5th Application

5.1. Certification procedures are only carried out upon application by the Customer (hereinafter referred to as "application") and a certification agreement to be concluded on this basis. Details of the application process prior to a certification agreement, with a corresponding application form, can be viewed and downloaded from Kiwa's website at https://www.kiwa.com/de/de/uber-uns/agb-regularien-und-formulare/.

5.2. After the Customer has submitted a fully completed and signed application to Kiwa, Kiwa will carry out an application review. If this is positive, a certification agreement will be concluded. Kiwa will not carry out any certification of certification objects without a fully completed and signed application as well as a certification agreement concluded on this basis in writing or in text form including these General Terms & Conditions of Certification and the GTC.

5.3. Separate applications must be submitted for certification objects that differ from each other in essential characteristics relevant to certification.

5.4. In the event of certification-relevant changes to certification objects or other certification-relevant changes in the facts, Kiwa may, at its sole discretion, request a new application from the Customer.

6th Implementation of certification (evaluation)

6.1. Kiwa will carry out the certification in accordance with the provisions of the certification agreement in further compliance with these General Terms & Conditions of Certification, the GTC and the certification requirements. The certification agreement specifies which Kiwa certification program is applied to the certification object.

6.2. Kiwa draws up a plan for the evaluation of the certification object and carries out the activities envisaged therein. These may include, but are not limited to, the evaluation of documentation, testing, sampling, inspections and audits.

6.3. Kiwa may delegate the execution of testing and inspection activities or parts thereof to third parties with the consent of the Customer. Should there be requirements for subcontractors on the part of DAkkS or on the part of recognizing authorities, e.g. a listing in the DIBt notices, or if these specified by the accredited standards, in particular the requirements of Nos. 6.2.2, 7.4.5 of DE EN ISO/IEC 17065, Kiwa may only delegate these activities to third parties who meet these requirements. Kiwa will only entrust activities to third parties who are themselves an accredited body. Kiwa assumes responsibility for the activities performed by commissioned third parties and adopts them as its own.

6.4. The Customer is obliged to provide Kiwa with all necessary information and/or documentation and sufficient samples to carry out the evaluation. In the course of the inspection, the samples must al-

ways be taken by the inspector himself or by the Customer under his supervision and clearly marked. Kiwa may instead appoint qualified personnel from Kiwa to take the samples in the absence of the inspector. The Customer will be responsible for shipping the sample(s) to the laboratory at its own expense, unless the parties agree otherwise in writing or in text form.

6.5. Testing

6.5.1. Tests within the framework of an inspection or certification procedure are carried out on the basis of the certification agreement and in compliance with the certification requirements, including the General Terms & Conditions of Certification and in accordance with Kiwa's GTC.

6.5.2. In order for a professional test to be carried out, the Customer must ensure, at its own expense, that either Kiwa can take sufficient samples for the test and clearly label the sample(s) or, at the request of Kiwa and its supervision, sufficient samples are taken, made available and clearly labelled by the Customer in compliance with the certification requirements. The Customer will be responsible for shipping the sample(s) to the laboratory at its own expense, unless the parties agree otherwise in writing or in text form.

6.5.3. Unless otherwise agreed, Kiwa shall carry out tests in compliance with the relevant requirements with its own personnel in the test laboratory, on site at the Customer's premises with the help of the Customer's personnel, using third-party equipment or systems and, with the Customer's consent, with the involvement of third parties (Section 6.3). If activities are not carried out by Kiwa, but rather by the Customer's personnel or using third-party equipment/systems, Kiwa assumes responsibility for this and makes these its own.

6.5.4. After completion of testing, Kiwa will prepare a report based on the certification requirements applicable to the certification object in compliance with DIN EN ISO/IEC 17025. In addition to the general data, this contains information on the following:

- which test was carried out,
- on the testing bases on which the testing was conducted,
- on the test method used,
- by whom the test was carried out,
- on the period over which testing was conducted, and
- on the results of the test.

6.5.5. If properties of the certification object that are to be tested change during an ongoing certification process, test reports that have already been created will not be subsequently changed with regard to this changed property. Rather, it is possible to have the changed property additionally checked and an additional audit report issued in this regard. Kiwa may take such additional audit reports into account when making the certification decision (Section 7).

6.6. Inspections

6.6.1. As part of the initial issuance of a certificate or in order to ensure the quality of the certification object required for the maintenance of the certification, Kiwa shall carry out inspections of the Customer's production and, where applicable, warehousing facilities on the basis of the certification agreement, in further compliance with these General Terms & Conditions of Certification, Kiwa's GTC and the certification requirements, at the Customer's expense.

6.6.2. Depending on the certification agreement, these inspections include initial inspections of the production facilities and the plant's own production control and processes, followed by ongoing monitoring, assessment and recognition of production control and processes.

6.6.3. Kiwa shall carry out the inspections using its own personnel or with the consent of the Customer with the involvement of third parties (Section 6.3). Details of inspection intervals can be found in the certification agreement or certification requirements. If the inspections reveal anomalies or other justified reasons, Kiwa may shorten the intervals of the inspections or specify separate inspections/tests. Regardless of any anomalies, Kiwa is also entitled to carry out inspections of production and storage facilities specified in the certificate without prior no-tice.

6.6.4. Subject to other separate arrangements in the certification agreement, the content and procedure of an inspection result from the certification requirements and the certification pro-gramme applicable to the certification object.

6.6.5. The Customer must ensure that Kiwa's inspection personnel are able to enter the production facilities at any time during normal business hours and that competent personnel are available and able to provide the necessary information during an inspection. As part of their inspection mandate, inspection personnel may take samples of the products to be certified free of charge for inspection purposes and for further testing. If the conditions for this are met, testing in this regard can also be carried out on site at the production facility.

6.6.6. The accompaniment of Kiwa's inspection personnel by personnel of the accreditation authority or by Kiwa personnel for the purpose of witness audits must be permitted by the Customer.

6.6.7. After completion of the inspection, Kiwa prepares an inspection report based on the certification requirements applicable to the audited certification object in compliance with DIN EN ISO/IEC 17020. In addition to the general data (period when the inspection was carried out, name of the Kiwa employee), this contains information on the inspections carried out with a detailed description of the inspection bases and the results of the inspection, as well as information on:

- any changes made to the certification object that may have an impact on the certification,
- any changes to the manufacturing process that may have an impact on the product properties of a certification object and, if applicable, on the certification,
- any complaints regarding the certification object,
- if applicable, deviations from the certification requirements applicable to the certified certification object and necessary corrective measures to remedy an identified deviation, including an implementation deadline.

6.6.8. The inspection report is provided to both the Customer and Kiwa. Kiwa decides on further measures, such as, in particular, the maintenance, suspension, restriction or withdrawal of the certificate and, if necessary, additional evaluation steps to verify that non-conformities found have been corrected by the Customer.

6.7. Kiwa will inform the Customer in a concluding meeting about any non-conformities that Kiwa finds during the evaluation and the corrective measures required for this, including the implementation deadline. If at least one non-conformity has occurred and the Customer expresses interest in continuing the certification process, Kiwa will provide the Customer with information about additional evaluation tasks necessary to verify that the non-conformities have been corrected in a timely manner by implementing the corrective actions communicated.

6.8. If the Customer agrees to carry out these additional evaluation tasks, the evaluation process must be repeated to the extent necessary to determine the correction of the non-conformities in order to complete them.

6.9. If Kiwa bases its evaluation on evaluation results that are already available at the time of the application for the certification process, Kiwa assumes responsibility for these results. Kiwa will satisfy itself before using these results that the third party who carried out the evaluation has complied with the relevant legal requirements, in particular Section 6.2.2. DE EN ISO/IEC 17065 as well as those specified by the certification program.

6.10. If, in the course of a certification procedure (i.e. after the application has been submitted by the Customer), the case arises that either tests or inspections are missing or that existing tests or inspections are not accepted by Kiwa, Kiwa will either (1) carry out the tests or inspections itself, (2) commission a third party to carry them out (Section 6.3) or (3) agree with the Customer, that it will commission the tests or inspections from a third party or carries them out itself and then make the results available to Kiwa. If Kiwa and the Customer agree to the third option, Kiwa retains complete control over the testing and/or inspection process, including but not limited to the selection of the third party and the de-

tails of any sampling that may be required. Kiwa and the Customer will then regulate and record all necessary conditions in an agreement. Here, too, the requirements of Section 6.2.2. DE EN ISO/IEC 17065 must be complied with by Kiwa. Under these conditions, the test or inspection can then be carried out by the Customer or at a third party with the consent of Kiwa and the Customer can also pay this third party directly.

7th Assessment and certification decision

7.1. The results of the evaluation will be documented by Kiwa and then evaluated by Kiwa. The evaluation is carried out by persons who were not involved in the evaluation process. Recommendations for a certification decision based on the assessment are documented by Kiwa, unless the assessment and certification decision is made by the same person at the same time.

7.2. Kiwa makes the certification decision after submission, evaluation and assessment of all documents necessary for certification and determining compliance with the certification requirements.

7.3. The certificate will be issued if a positive certification decision can be made on the basis of the application, the certification agreement and the tests or inspections carried out for it and the Customer's certification object for which certification was requested is compliant with the certification requirements applicable to this certification object. Further declarations will not be made by Kiwa and are not associated with the issuance of a certificate.

7.4. The Kiwa website publishes basic information about a certification (i.e. the name, country and city of the certificate holder, the number of the certificate, the relevant standard for the certificate and the status of the certificate). At the Customer's request, the certificates are also published on Kiwa's website. Kiwa will provide further information on certification on request.

7.5. The certificate shall contain at least the following information:

- Name and address of Kiwa,
- Certificate number,
- Date on which the certification was issued,
- Name and address of the manufacturer, supplier or exporter and the manufacturing plant (if necessary in the form of a factory code),
- Name of the certification object; in the case of products, if applicable, product name of the manufacturer and product specification with date of issue,
- Declaration that the certification object meets the requirements of the relevant technical specifications,
- Period or expiration date of the certification, if the certification expires after a specified date,
- Any other information required by the certification program or the relevant certification bases.

7.6. The certificate is issued for a limited period or indefinitely, depending on the certification requirements and the certification agreement concluded. It applies only for the certificate holder.

7.7. The Customer will be notified of the issuance by letter or by e-mail with the sending of the certificate.

7.8. The use of a certificate by third parties requires the express prior consent of Kiwa in written or text form.

7.9. If the certified product is to be placed on the market by a third party, not with the company and product name of the certificate holder, but rather under the third party's own company name and its own product name, a new certificate (so-called dealer certificate) must be issued. For a dealer certificate, additional or supplementary documents are usually required in addition to the certification application, such as a declaration of consent from the manufacturer.

7.10. If, after testing, the requirements for the issuance of a certificate are not met, in particular because the certification object intended for certification does not meet the certification requirements, Kiwa will refuse to issue the certificate.

7.11. Kiwa shall notify the Customer of the refusal to issue the certificate without undue delay, stating the reasons, as soon as it is clear that the certificate will not be issued. Kiwa will also inform the Custom-

er – as far as possible – of which requirements the Customer still has to meet in order for the certificate to be issued.

7.12. Kiwa is generally not liable for any disadvantages incurred by the Customer as a result of the refusal.

8th Marks and certification marks

8.1. Depending on the certification requirements, the issuance of the certificate is associated with the authorisation to use a certification mark or a corresponding product mark for the duration of the validity of the certificate.

8.2. If the requirements for the certification object provide for this, the Customer can label its certified certification objects with a certification mark. Certification objects without a valid certificate may not be marked with a Kiwa identifying mark. The Customer is obliged to remove any marks that have al-ready been applied.

8.3. Kiwa gives its separate consent for Kiwa-specific labelling outside the specification; a separate agreement with Kiwa is required for this. The Customer is entitled to publicly announce that it is the certificate holder and that its certification objects are certified. However, this applies exclusively and unambiguously only to the certification objects specified in the certificate.

8.4. The use of third-party logos, either in combination with a Kiwa certification mark, logo or pictogram or without a Kiwa logo, is only permitted in accordance with the terms and conditions of the owner of the logo (third party) and in accordance with the requirements of the relevant technical specifications.

9th Use of certificates and certification marks

9.1. A Customer may use, advertise with, publicize with, otherwise invoke or place certification objects on the market with a certificate – or the fact that the Customer is the certificate holder – or a certification mark only and exclusively for the certification object for which the certificate was issued in accordance with the information in the certificate.

9.2. Misleading or unauthorized use of a certificate or certification mark is not permitted.

9.3. If a certificate has been restricted for parts of a product range and/or a product, the above regulation applies with the proviso that the certificate may only be used for the part of the product range and/or product for which it is granted.

9.4. A Customer may no longer use, advertise with, publicize, otherwise invoke a certificate or place products with this certificate on the market if the certificate is no longer valid or if the conditions for its maintenance no longer exist. This is especially true in cases where a certificate is restricted, suspended, revoked, or expired.

9.5. In such cases, all references to certification by Kiwa must be removed by the Customer from formal certification documents, other documents made available to third parties, all publications or public in-formation (including electronic information) as well as authorizations for the use of the certification marks. Likewise, in these cases, the Customer must refrain from any use of a certification mark, logo or pictograms provided for this purpose. Products produced or newly manufactured after the expiry, withdrawal or suspension of a certificate may no longer be placed on the market with the certification mark of the expired, withdrawn, suspended certificate. The same applies to products that are produced or newly manufactured outside the restricted scope of a certificate after a certificate has been restricted. Products that have been produced or manufactured during the validity of a certificate are exempt from this and may still be sold after the expiry, withdrawal, restriction or suspension of a certificate with the certification mark. However, this requires the prior express consent of Kiwa in written or text form, the granting of which is at its own discretion. This applies in particular to the determination of any grace periods. In any case, consent to any grace periods requires that the Customer informs Kiwa in advance of the number of products with a certification mark already manufactured, that the certification requirements have not changed and that there are no legal or other mandatory regulations to prevent sale.

9.6. The certificate holder and the Customer undertake not to make any advertising statements or other

public statements about the results or interim results of an ongoing certification or preceding a test procedure before they have been notified of the completion of the certification process by Kiwa.

10th Contractual penalty of violations of Section 8 and 9

10.1. For each case of culpable violation of the Customer's obligations with regard to marks and certification marks and the use of certificates and certification marks (Sections 8 and 9), Kiwa may demand payment of an appropriate contractual penalty from the Customer, the amount of which Kiwa may determine at its equitable discretion and which will be reviewed by the competent court in the event of a dispute (Section 315 (3) of the German Civil Code, BGB). The Customer reserves the right to prove that Kiwa has suffered no or lesser damage. The assertion of further claims for damages re-mains unaffected. A contractual penalty paid is to be offset against any claims for damages.

10.2. The Customer's obligation to pay a contractual penalty and damages applies independently of all other provisions of these General Terms & Conditions of Certification, and in particular regardless of the regulations on the suspension, withdrawal, restriction or expiry of a certificate (Section 14 et seq.).

11th Measures to maintain certification

The Customer is obliged to monitor the production of the certified certification objects for compliance with the certification requirements and, in particular, to implement the measures defined during the monitoring or those required by Kiwa within the framework of monitoring.

12th Subsequent changes and acquisition of new knowledge about certification objects that have already been certified / changes to the certification program or certification requirements

12.1. The Customer is obliged to inform Kiwa immediately of the following:

12.1.1. all changes to the certified certification objects and the method of production,

12.1.2. all changes in the production facilities in which the certified products are manufactured,

12.1.3. all circumstances that may have an impact on certified processes or services or on the manufacture of certified products,

12.1.4. every change in the company name and address, as well as significant changes in the organisation and responsible management,

12.1.5. all facts that could have an influence in any form whatsoever on a certification that has already been granted, in particular for a decision on the maintenance, restriction, suspension or withdrawal of the certification. This applies regardless of when the Customer became aware of such facts.

12.2. Kiwa shall inform the Customer in the event of a change in the certification program and/or certification requirements.

12.3. In the aforementioned cases, Kiwa will check and then inform the Customer of the extent to which the certification can be maintained without restriction thereafter, whether the reissue of a certificate is necessary or if other measures (supplementary tests, inspections, etc.) must be taken by the Customer in order to maintain the certificate. A restriction of the certificate (Section 15) with the aim of removing non-compliant product variants can also be considered.

12.4. Kiwa can also impose suitable conditions for the maintenance or reissue of a certificate and set deadlines by which the conditions must be met. At the same time, Kiwa may make a preliminary decision as to whether the Customer may use the certification mark (if applicable, under which conditions) for the modified or differently produced product or production process as well as the certificate until a final examination. If any conditions are issued, Kiwa shall check whether they have been implemented by the Customer on time. If these conditions are not fulfilled in time, the certificate may be withdrawn (Section 16). A suspension is also possible for the transitional period (Section 14).

12.5. Irrespective of the above provisions, the Customer is in any case obliged to immediately eliminate all

safety defects on Kiwa-certified certification objects and to take appropriate measures to minimize damage in the case of certified certification objects that have already been placed on the market. At the same time, it must refrain from any further marketing of such certified certification objects and inform Kiwa immediately in written or text form.

13th Certification monitoring

13.1. If the relevant certification program or Sections 13.2 and 13.3 provide for monitoring, Kiwa will arrange for the certification object to be monitored in accordance with the requirements of the respective certification program. This may require further monitoring, evaluations, assessments and certification decisions in accordance with the above regulations.

13.2. If the continued use of a certification mark for placement on a product (or on its packaging or accompanying information) whose type has been certified is authorized, monitoring must be established and include periodic monitoring of the marked products to ensure the continued validity of the proof of compliance with the certification requirements.

13.3. If the continued use of a certification mark is approved for a process or service, monitoring must be established and include periodic monitoring activities to ensure the continued validity of the evidence of compliance with certification requirements for processes and services.

13.4. The Customer receives a notification of the maintenance of the certification as a result of the cyclical certification decision, provided that the requirements for certification are still met.

13.5. Otherwise, Kiwa will inform the Customer of the requirements that are required to maintain the certification. It may also set a reasonable period of time for the Customer.

13.6. If the deadline is not met, this usually results in the certificate expiring, depending on the certificate issued. Otherwise, Kiwa will decide on a suspension (Section 14), a restriction (Section 15) or a withdrawal (Section 16) of the certificate in accordance with the following provisions.

14th Suspension of certification

14.1. A certification may be suspended by Kiwa for a limited period of time up to a maximum of one (1) year at the request of a Customer in written or text form. A suspension is also possible upon a decision by Kiwa if there are objective indications that the certification object is no longer compliant with the certification requirements, but Kiwa assumes that these can be fulfilled again in the short term after conditions have been imposed.

14.2. Kiwa will notify the Customer of the suspension in writing or text, stating the reasons and, where relevant, the conditions that must be met in order to lift the suspension of the certification.

14.3. In the event of a suspension of the certification due to the certification object's non-conformity with the certification requirements, Kiwa shall give the Customer the opportunity to take action within a maximum period of one (1) month so that the certification requirements are subsequently fulfilled again. The Customer must demonstrate to Kiwa the successful implementation of these measures with the result that the certification requirements are again complied with. In this case, the suspension will be lifted in writing. Otherwise, i.e. also if the deadline has expired without result, the certificate will be withdrawn (Section 16).

15th Restriction of certification

15.1. Certification may be restricted in terms of content at the written request of the Customer or in the event of non-conformity of parts of the certified certification object with the certification requirements (e.g. parts of the product range and/or the product no longer meet the certification requirements). In this respect, the certificate and a certificate mark issued for it may no longer be used for the restricted part upon receipt of the notification of the restriction.

15.2. In order to clearly inform the customer about the limited scope of the certification, a new certificate will be issued for the remaining part of the certificate.

16th Withdrawal of the certificate

16.1. If the certificate holder no longer meets the conditions for the certificate issuance or the certification object no longer meets the certification requirements, Kiwa is entitled to revoke the certificate. In this context, it is irrelevant whether the fact due to which the certificate is being withdrawn was already known or recognizable at the time certification was granted.

16.2. Furthermore, a certificate can be revoked for the following reasons:

16.2.1. No timely proof of compliance with requirements issued in the context of a suspension of certification or changes to already certified certification objects and certification requirements.

16.2.2. Modification of the certified certification objects and/or the certification requirements in each case with the consequence that the certified certification object no longer meets the certification requirements.

16.2.3. No proof of corrective measures carried out in due time in the event of deviations detected in the course of monitoring / inspections.

16.2.4. No facilitation of inspections or verifications of the production or storage facilities by the Customer as a prerequisite for maintaining the certification despite Kiwa's request in written or text form.

16.2.5. No granting by the Customer to Kiwa employees of free access to the production and storage facilities affected by certified products.

16.2.6. Discontinuation of production.

16.2.7. Cessation of the business operations of the certificate holder (e.g. in the event of insolvency).

16.2.8. Misuse or other misleading use of the certification mark or the certificate granted.

16.2.9. Failure to comply with the contractual conditions under the certification agreement (e.g. financial obligations) or under these General Terms & Conditions of Certification.

16.2.10. Effective ordinary or extraordinary termination or cancellation of the certification agreement.

16.3. In the cases referred to in Section 16.2.2 above, where a certification object no longer complies with the certification requirements due to a change in these, Kiwa may grant a transitional period of up to three (3) years prior to the withdrawal of a certificate in order to give Customers the opportunity to adjust the norm or standard for the certification object. Kiwa does not grant a transitional period and will immediately withdraw the certificate in the cases referred to in point 16.2.2 if the certification object would pose a risk to persons' life, body, health or property during a transitional period.

16.4. In the cases referred to in point 16.2.9 above, the withdrawal of the certification shall be subject to the prior threat of such withdrawal with a period of at least three (3) weeks within which the contractual condition must be restored in compliance with specific measures, and the fruitless expiry of this period.

16.5. Irrespective of this, however, Kiwa will usually give the Customer the opportunity to comment before withdrawing a certificate. This opportunity to comment may be omitted if the withdrawal cannot tolerate a delay.

16.6. If the certificate is withdrawn, Kiwa will inform the Customer as the holder of the certificate in a letter or electronically (e.g. by email), stating the reasons for the withdrawal of the certificate. The original of the certificate must be returned to Kiwa immediately by the Customer – if it has received one.

17th Expiry of the certificate

An issued certificate automatically expires

- upon expiry of the validity of the certificate,
- in the event of a waiver of certification by the Customer, in writing to Kiwa,
- if the certification requirements on which a certificate is based are omitted, revised or replaced,

- in the event of non-compliance with the requirements in the context of a decision to maintain the certificate (Section 11),
- after the certificate has been effectively withdrawn (Section 16). The place of performance and delivery is Kiwa's corporate headquarters.

18th Legal consequences of the suspension, withdrawal or expiry of a certificate

18.1. The suspension, withdrawal or expiry of the certificate may be published by Kiwa on its homepage.

18.2. According to the Product Safety Act (Section 17 of the Act), Kiwa is obliged to inform the authorities granting the authority about the suspension, withdrawal or expiry of the certificate.

19th Consequences of loss of Kiwa's accreditation/designation as a notified body for a certification

If Kiwa loses its accreditation/designation as a notified body for a certification, in particular due to the withdraw-al of an accreditation/designation as a notified body by the accreditation authority, or if Kiwa ceases its business for certification, then Kiwa will, to the extent possible, transfer affected certifications of a customer to an appropriate accredited company ("acquiring certification body") within six (6) months or after the expiry of the certification, whichever is earlier. In such a case, Kiwa will have completed the transfer within the above period and will provide the acquiring certification body with all necessary information and documentation. Once the transfer to the acquiring certification body has been completed, the certification issued by Kiwa will automatically expire.

20th Objection

20.1. An objection may be lodged against a decision or action by Kiwa under these General Terms & Conditions of Certification that affects certification (suspension, restriction, withdrawal or failure of certification) within a period of thirty (30) days from the date of receipt of a decision to that effect. The objection must be made in writing and must be substantiated. Kiwa shall acknowledge receipt of the objection.

20.2. An independent steering committee will be formed at Kiwa to decide on objections. The composition and further work are regulated by the existing statutes, which can be accessed on the Kiwa website under https://www.kiwa.com/de/de/uber-uns/agb-regularien-und-formulare/.

20.3. If no agreement can be reached in advance between the Customer and Kiwa on the subject matter of an objection, Kiwa shall submit the objection to the independent steering committee for decision.

20.4. Objections can also be filed directly with the independent steering committee. The independent steering committee can be contacted by post at Kiwa's address as set out in the certification agreement applicable to the relevant certification. In this case, the certificate and customer number must be indicated in the objection.

20.5. The objection does not have a suspensive effect with regard to decisions by Kiwa.

20.6. The aforementioned objection procedure does not prevent the Customer from taking direct legal action against decisions of Kiwa independently of this.

21st Complaints

21.1. Kiwa has a documented complaints procedure. Complaints can be lodged against all activities of Kiwa and must be made in written or text form. Kiwa shall acknowledge receipt of the complaint.

21.2. All complaints are documented and reviewed for justification. The complainant will be informed of the outcome of the complaint proceedings.

21.3. If the complaint is justified, Kiwa will – if necessary – take necessary corrective measures at the same time. The effectiveness of the corrective measures is reviewed according to specified procedures. The handling of the complaints itself is reviewed by external (DAkkS) and internal audits (by random sampling).

22nd Costs

22.1. Kiwa charges fees for the activities incurred in accordance with these General Terms & Conditions of Certification.

22.2. The amount of the remuneration (including ancillary costs, travel expenses, etc.) is determined by the certification agreement. It is determined transparently for the customer according to objective standards.

22.3. Fees for certification services cover Kiwa's expenses in the certification process and are levied regardless of whether a certificate is issued or not.

23rd Retention and oral information

23.1. 23.1. The documents drawn up by Kiwa in the course of an activity in accordance with these General Terms & Conditions of Certification will be retained in accordance with the applicable legal regulations and other regulations applicable to Kiwa (e.g. accreditation).

23.2. In the case of certifications, the period begins with the issuance of the certificate; in the case of tests and inspections with the submission of the test or inspection report to the Customer.

24th Validity and modifications of the General Terms & Conditions of Certification; implied consent

24.1. The General Terms & Conditions of Certification come into force on 01.08.2026.

24.2. Future amendments to these General Terms & Conditions of Certification will be offered to the Customer in text form no later than six (6) weeks before the proposed date of their effective date.

24.3. Changes that affect essential elements of the contract, i.e. components that regulate the identity of the parties, the services to be provided by Kiwa and the consideration of the Customer must be expressly agreed upon by the Customer after receipt of the offer in accordance with Section 23.2 so that they are validly agreed upon from the proposed date. If the Customer does not agree, the previous General Terms & Conditions of Certification will continue to apply without the changes offered by Kiwa. Kiwa will respond to the above in its offer pursuant to Section 24.2.

24.4. Changes that do not affect any essential components of the contract must be objected to by the Customer in text form within six (6) weeks of receipt of the offer in accordance with Section 24.2. If the Customer fails to do so, its silence shall be deemed to be acceptance of the changes offered by Kiwa and the proposed changes shall be effectively agreed as of the proposed date. If the Customer declares its objection in text form within the above declaration period, the previous General Terms & Conditions of Certification continue to apply without the changes offered by Kiwa. With the offer pursuant to Section 23.2 provided to the Customer, Kiwa will expressly refer to the above deadline for declaration and the consequences of the Customer's silence and objection. The above declaration period for the Customer only begins to run if Kiwa provides the Customer with the information in accordance with the sentence above in its offer pursuant to Section 24.2.

24.5. If the Customer rejects the offer to amend these General Terms & Conditions of Certification in accordance with Section 23.3 or the Customer objects to the offer to amend these General Terms & Conditions of Certification in accordance with Section 24.4, each party shall have the right to terminate any concluded certification agreement with a notice period of three (3) months to the end of the then current month within one (1) month of receipt by Kiwa of the declaration of rejection or objection. The termination must be made in writing.

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