

Corporate Directive - Client agreements and use of certificates, marks and symbols

1. Introduction

This corporate directive is applicable to all members of the DQS Group, such as subsidiaries of DQS Holding, license partners and respective organisational units.

The objective of this directive is

- to explain the different possibilities of contractual agreements with our clients,
- to define a minimum content for the agreements,
- to establish harmonized rules for the use of certificates, marks and symbols

2. Contractual agreements with clients

DQS maintains with their clients legally enforceable agreements for the provision of certification activities, containing rules for granting, suspending, withdrawing or reducing the scope of certification and they retain the authority for all its decisions relating to certification.

Therefore the binding “**CF10_DQS Audit and certification regulations**” have been published. These regulations apply to all certification and assessment services offered and rendered to clients and are mandatory content of all contractual agreements with clients.

All DQS group companies shall maintain with their customers contractual agreements (individual contracts or accepted business conditions) which include or refer to the “**CF10_DQS Audit and certification regulations**”. On request the contractual agreement has to be made available within 24 hours to the accredited subsidiary which is responsible for the respective certificate.

Contractual written agreements can be made either by individual client specific contracts, by the formal acceptance of general purchase terms/commercial conditions. Regardless of the form of the contractual agreement, it shall address the commercial/business conditions and the “**CF10_DQS Audit and certification regulations**”.

Whenever a local DQS office provides a service under authorization or accreditation of another DQS office, it acts in name and in behalf on the respective authorized/accredited office (see CF 10; chapter 1.4). Acceptance of the local offer and signature of the local contract constitutes also a legal binding certification contract between client and authorized/accredited DQS office.

2.1 Commercial/business conditions

The commercial conditions may vary from country to country. The local management is responsible for the local price policy which is reviewed at a minimum during the shareholder meetings. Any mandatory national legal requirements (e.g. taxes, jurisdiction) shall be addressed.

As a minimum, the contracts shall contain the following rules:

- Contractual parties (client and the respective DQS Group company). Whenever a local DQS office provides a service under authorization or accreditation of another DQS office, contract shall contain explanation that local office acts in name and in behalf on the respective authorized/accredited office and that acceptance of the local offer and

signature of the local contract constitutes also a legal binding certification contract between client and authorized/accredited DQS office.

- Certification or Assessment services to be provided (including standard, provided accreditation and responsible accredited office), their prices, fees, travel expenses. A reference to quotes, offers, cost estimates or local price list is possible)
- Billing method, payment conditions (preferred: payment within 10 days from the date of invoice or if applicable prepayment)
- Limitation of liability (check coverage of the corporate liability insurance)
- Duration and Termination conditions
- Applicable jurisdiction

2.2 DQS Audit and certification regulations

The “CF10_DQS Audit and certification regulations” are mandatory content of all individual contractual agreements. They shall be referenced or attached to the local contractual agreements; they contain basic rules valid for all clients e.g. the rights and obligations during the certification process and mandatory accreditation rules. They also refer to the applicable rules for the use of certificates, marks and symbols.

The “CF10_DQS Audit and certification regulations” shall not be modified. It is the responsibility of the country manager to assure that they become integral part of the contractual agreement according to national legislation.

Whenever a need for amendments is detected (e.g. to fulfil local law or accreditation requirements) these amendments shall not modify the “CF10_DQS Audit and certification regulations” but shall be included in the local commercial/business conditions. Any amendments shall not be in contradiction to the “CF10_DQS Audit and certification regulations”.

2.3 Use of certificates, marks and symbols

The accredited companies of the DQS group issue certificates under the brands “DQS” or “UL Registered Firm” as well as the IQNet certificate. These certificates and the respective certification marks (“DQS Certified Management System” and “UL Registered Firm”) may be used by our clients under specific conditions as defined by DQS GmbH and DQS Inc. The “CF10_DQS Audit and certification regulations” include a reference to the respective rules.

Applicable document(s):

CF10_DQS Audit and certification regulations