TÜVRheinland®
Precisely Right.

Terms and Conditions of Certification of TÜV Rheinland Vietnam (Non-accreditation)

1 General conditions of certification

The provisions listed below refer to the relevant standards, regulations and guidelines of the subject matter of the contract between the client and TÜV Rheinland Vietnam – hereinafter called the "Contractor".

All individual certification measures are performed by the Contractor, independently and impartially, taking into account the principle of equality.

1.1 General provisions

1.1.1 The client is obliged to present the Contractor with all information necessary for the standard to be certified. This can be done using the completed form entitled "Questionnaire for offer preparation".

1.1.2 The client will provide all the necessary documents before the certification body's audit. In particular, this may include:

- Management system documentation
- Allocation matrix (standard clauses to the company's management system documentation)
- Organization chart / organigram
- Representation of processes and process relationships
- List of controlled documents
- Lists of regulatory and legal requirements
- Other documents requested by the Contractor

1.1.3 The client and the Contractor may arrange a pre-audit, the scope of which can be jointly agreed on.

1.1.4 The audit at the company will verify the effectiveness of the implemented management system or processes. During the audit, the company will demonstrate the practical application of its documented procedures. Standards not met or standard requirements not met are to be documented in nonconformity reports, for which the company needs to plan and implement corrective actions.

1.1.5 At the end of the audit, the client will be informed about the audit result at a closing meeting. The result is documented later in an audit report. Nonconformities are documented and can, where necessary, lead to a follow-up audit based on the results (i.e. re-verification on site) or to the submission of new documents. The audit team leader will decide on the scope of the follow-up audit. For a follow-up audit, only those standards requirements are audited which were not fulfilled in the original audit.

If no conformity with the standard can be demonstrated in the time between the end of the audit and the certification decision, the certification will have to be refused.

1.1.6 "Certificates" means all conformity statements listed below, e.g. official records, statements of validity, and certificates in the narrow sense of the word. "Certification" means all evaluation, auditing, validation and certification processes. Based on these tests, the decision for granting, denying, maintaining, expanding or reducing the scope, renewing, suspending or restoring after suspension, or withdrawing of certification is made. The certificate(s) is/are issued by the Contractor after the positive evaluation of the certification process documentation. The certificates will be delivered to the client. The certificate will only be issued if the processing of all nonconformities are agreed by the Contractor. The certificate is issued for the specified period.

1.1.7 To maintain the validity of the certificate, on-site surveillance audits are to be carried out depending on the respective standard. If the surveillance process is not completed, (including a positive decision on continuation by the certification body) the certificate loses its validity. In this case, all certificate copies issued must be returned to the certification body.

1.1.8 In a surveillance audit, the essential standard requirements are verified as a minimum. In addition, an assessment is made regarding the proper use of the certificate, regarding complaints concerning the management system the process or the certified product and regarding the effectiveness of corrective actions related to the nonconformities from the previous audits. After each surveillance audit, the client receives a report.

1.1.9 During surveillance and recertification audits or during an audit scheduled specifically for this purpose, extensions/ reductions to the geographical (e.g. additional sites) and technical (e.g. additional products) scope of validity are possible, as are additions to the evidence of standards. The number of audit days depends on the scope of the extension, which is to be defined clearly by the client and regulated by contract before the company is audited.

1.1.10 If in the course of the contract term there are changes to procedural requirements (e.g. company data, accreditation requirements), the changes must be taken into account accordingly in the process, and the contractual partner must be informed immediately. This also applies to any resulting necessary changes to the number of audit days.

1.1.11 Integrated management systems of different standards and evidence requirements can be certified in a combined process. Depending on the evidence requirements, these may be offered individually.

1.1.12 Costs incurred due to additional audit time from an unscheduled audit or follow-up-audit, or from a verification of corrective actions to remedy nonconformities from a previous audit are to be borne by the client, and will be invoiced on a time and material basis. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 2.5.

1.2 Client obligations

1.2.1 The client will provide the Contractor with all the necessary documents in good time before each audit at no cost.

1.2.2 During the audit, the client will allow the audit team nominated by the Contractor and/or the auditor to view the records related to the scope of validity and will allow the team and/or auditor access to the relevant organizational units, whereby also shift work has to be considered.

1.2.3 The client shall designate one or more audit representatives to assist the Contractor's auditor in the performance of contracted services. This/these person(s) will serve as the client's contact person(s).

1.2.4 After the certificate has been issued and during the contract period, the client must notify the Contractor of any changes having a significant impact on the management system, the process or the certified product, in particular:

- Changes to the certified management system
- Changes that affect the design or specification of the certified product
- Changes to the corporate structure and organization. This also applies to implementation or modification of shift work.

The client shall be further obliged, throughout the term of the contract, to communicate:

- Any incident affecting the safety of product and services
- Any non-compliance with statutory requirements identified by the market supervision and law enforcement branches of government

1.2.5 The client is obliged to record all complaints from outside the company regarding the management system, for example from customers, and all complaints addressed to the client regarding the conformity of a certified product or process with the requirements of the certification standards. The client shall take appropriate measures, document the actions taken and demonstrate these upon request to the Contractor or to the auditor during the audit.

1.2.6 The client is obliged to present the auditor with correspondence and actions related to standardization documents and standard requirements for the applicable certification standards upon request.

1.2.7 If the Contractor determines during product certifications that further examination is required due to the changes referred to in Section 1.2.4, the client is not allowed to release any products after the effective date of the changes if the products fall within the scope of product certification, until the Contractor has notified the client accordingly.

1.2.8 The client commits to fulfilling the certification requirements at all times, including the implementation of corresponding changes. The client also commits to operate the underlying management system, the process or the certified product continuously and effectively during the validity of the certification.

1.3 Appointed auditors, experts and assessors and the right to appeal against the certification decision

1.3.1 The client has the right to object to the appointment of a particular auditor or expert if there is a comprehensible reason against the appointment and the objection is justified accordingly.

1.3.2 In the case of the assignment of auditors who are not permanently employed by the TÜV Rheinland Vietnam (external auditors), the client's consent is required for these auditors to be assigned. This consent shall be deemed granted if the client does not file a protest against the assignment of the external auditor within one week of his/her appointment.

1.3.3 In the event of complaints and appeals regarding the progress or the content of the auditing or certification process, which cannot be clarified with the Contractor, the governing board or an arbitration board may become involved if the client consents to this.

1.3.4 The client has the right to appeal against the certification decision.

1.4 Scope of usage rights regarding certificates

TÜV Rheinland Vietnam
5th Floor, ANNA Building
Quang Trung Software City
Tan Chanh Hiep Ward
District 12, Ho Chi Minh City, Vietnam

Info@vn.tuv.com
Tel (+84) 28 3842 0600

1.4.1 If the agreed certification process is completed with a positive outcome, the client will receive the certificate from the Contractor. The certificate will have the term of validity specified in the contract or in the Contractor's certification conditions.

1.4.2 Upon issuance of the certificate pursuant to Section 1.4.1, the client will receive a single, non-transferable and non-exclusive right to use the certificates in accordance with the conditions given in Sections 1.4.3 to 1.4.15 for the specified term of the certificate. This applies even when the client refers to its certification in communications media, e.g. documents, brochures or advertising materials.

1.4.3 Permission to use the certificate issued by the Contractor applies only to the client's business divisions specified in the scope of validity of the certificate. Use by non-specified divisions is strictly prohibited.

1.4.4 The certificate for the certification of the management system, the process or the certified product may be used only by the client and only in close connection with the company name or logo of the client. It may not be displayed on or in relation to a product of the client. This also applies to the packaging of products, accompanying information, laboratory test reports, calibration certificates and inspection reports. If the client wants to give a statement on the packaging or in accompanying information concerning the certified management system, the certified process or the certified product this statement has to contain as a minimum:

- The company name of the client or the brand and the company name of the client
- The type of the management system respectively the management systems: HACCP/ GMP Codex (CXC 1-1969, revised 2022)
- The company name of the Contractor

Hint: the definitions for product packaging and accompanying information of ISO 17021-1:2015, chapter 8.3.3 have to be considered.

1.4.5 The client undertakes to use the certificate only so that a statement corresponding to the certification is made relating to the client's company/division. The client must also ensure not to give the impression that the certification is an official verification, nor that system certification is the same as product testing.

1.4.6 The client is not authorized to make changes to the certificate.

1.4.7 The client is obliged to design his advertising and the like in a way that it is clear that the certification is a voluntary one, carried out on the basis of a private legal agreement.

1.4.8 The usage right expires if no valid certificate is present, especially at the end of the certificate term or if required surveillance audits are not performed.

1.4.9 The client's right to use the certificate will end immediately without the need for notice if the client uses the certificate and in a manner which contravenes the provisions of Sections 1.4.1 to 1.4.8 or in any other manner which is contrary to the contract.

1.4.10 The client's right to use the certificate will end in the period agreed in the event of an effective regular termination, or with immediate effect in the event of a justified extraordinary termination for good cause.

1.4.11 The usage right expires automatically if the maintenance of the certificate is prohibited by regulatory law or by a court.

1.4.12 Upon termination of the usage right, the client is obliged to return the certificate to the Contractor.

1.4.13 The Contractor reserves the right to assert any claims for damages in the event of a violation of the contractual provisions.

1.4.14 The certification must not have the effect of bringing the Contractor into disrepute.

1.4.15 The client is not entitled to make statements about its certification which the Contractor might consider as misleading and unauthorized.

1.4.16 If it is foreseeable that the certification requirements will not be met only temporarily by the client, certification may be suspended. During this time, the client may not advertise the certification. The status in the accessible directory will be given as "suspended" in accordance with Section 1.5.

1.4.17 If the reasons for suspension are remedied within the agreed period of time, the certification will be renewed. If the reasons for suspension are not remedied within the agreed period of time, the certificate will be withdrawn.

1.4.18 The client is obliged to keep a record of the use of the certificate in business dealings. It should be noted that the Contractor is bound by the standards to monitor proper use by ways of random sampling. Information from third parties will be verified by the Contractor.

1.4.19 The client shall inform the Contractor immediately if he discovers that a third party is improperly using his certificate.

1.4.20 The client provides certification documents to others only in their entirety or as specified in the certification scheme.

1.5 Directory of certified companies

1.5.1 The Contractor is obliged to maintain a directory of certificate holders which includes the following information: name of certificate holder, applicable standard documents, scope of validity, geographical location (for multiple site certifications: geographical location of the head office and each location within the scope of validity).

1.5.2 Suspended certifications in accordance with Section 1.4.16 and withdrawn certificates pursuant to Sections 1.4.9 and 1.4.17 are included in the directory.

1.5.3 The Contractor is entitled to provide the directory specified in Section 1.5.1 to the public on request.

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Quang Trung Software City
Tan Chanh Hiep Ward
District 12, Ho Chi Minh City, Vietnam

Info@vn.tuv.com
Tel (+84) 28 3842 0600

2 General Conditions for accredited certification

2.1 General Conditions for accredited certification

The provisions set out here apply to non-accredited certifications in addition to the foregoing General Conditions of Certification and apply only for non-accredited certification projects.

- Generally applicable international accreditation standards: e.g. ISO/IEC 17021, ISO 19011
- Certification standards such as HACCP/ GMP Codex (CXC 1-1969, revised 2022)
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2.2 Certification audit

2.2.1 The certification audit is conducted in two stages. Stage 1 is designed to provide an overview of the management system and the implementation status. Using this information, stage 2 of the audit may then be performed, where the implementation and compliance of the management system is verified.

2.2.2 The stage 1 and stage 2 audits may be performed immediately one after the other. However, if the stage 1 audit shows that certification readiness has not yet been achieved, the stage 2 audit cannot be performed immediately afterwards. Instead, the client must first ensure certification readiness. The resulting additional costs of the client and the Contractor, including travel costs, travel time and time lost, shall be borne by the client.

2.2.3 Stage 1 and stage 2 audits must not be more than 90 days apart for IATF 16949 standard. If there are more than 90 days between stage 1 and stage 2, the stage 1 audit must be repeated.

Stage 1 and stage 2 audits must not be more than 6 months for other standards apart. If there are more than 6 months between stage 1 and stage 2, the stage 1 audit must be repeated.

The resulting additional costs (IATF/ ISO standards) of the client and the Contractor, including travel costs, travel time and time lost, shall be borne by the client.

2.2.4 For determining the time between the stage 1 and stage 2 audits, client requirements as well as the necessary time for correcting weaknesses are considered. In general, the focus in terms of time is on the stage 2 audit.

2.2.5 If the Contractor is not able to review and accept the implementation of corrections and corrective actions of any major/ minor nonconformity including a special audit for Major non-conformity within 90 days after the last day of stage 2, the certification decision is negative and the client shall start over with an initial certification audit (stage 1 readiness review and stage 2).

2.3 Surveillance audit

2.3.1 To maintain the validity of the certificate, on-site annual surveillance audits must be carried out as a minimum. The due date is determined by the date of the last day of the initial certification audit. The first surveillance audit after the initial certification audit has to be scheduled for the due date on the basis of surveillance audit interval as below:

Surveillance Interval	6 months	9 months	12 months
No of audits per 3 year cycle	5	3	2
Allowable time	-1 month/ +1 month	-2 months/ +1 month	-3 months/ +1 month

2.4 Recertification audit

2.4.1 To extend the certification for a further three years, a re-certification audit is to be concluded positively before the expiry of the validity period.

2.4.2 This procedure corresponds to that for the certification audit, whereby the necessity and scope of the stage 1 audit is established dependent on the changes to the client's management system, the client's organization or the context in which the client's management system is operating.

2.4.3 If there are no standard-specific rules, upon successful re-certification, the validity of the certificate is extended by another 3 years. The re-certification audit and the positive certification decision must have been done by the expiry date.

2.5 Audits announced at short notice or unannounced

Under the following conditions, an extraordinary audit announced at short notice or unannounced may be required. In these cases, the client cannot refuse the auditors.

- Serious complaints and other facts of which the certification body becomes aware, where these complaints and facts call the effectiveness of the certified management system of the client into question and cannot be resolved through written correspondence or during the next regular audit (e.g. suspected criminal acts by the client or his senior staff).
- Changes to the client's organization which impair the ability of the management system so that the requirements of the certification standard are no longer met.
- As a consequence of the suspension of the client's certification.

2.6 Multi-site certification

2.6.1 Multi-site certification can be applied to companies with multiple sites or in a company with local offices or branches (sites). Several individual, independent and autonomous companies or organizations that are not interconnected in the sense of a corporate association and that use another non-group company or external organization to develop, implement and maintain a management system do not constitute a multi-site organization within the meaning of the IAF MD1 (IAF = International Accreditation Forum, MD = Mandatory Document) and therefore cannot be certified as a group.

2.6.2 Multi-site certifications are possible when the following conditions are met:

- All sites have a legal or contractual relationship with a central office.
- The products/services of all sites must essentially be the same and manufactured using the same methods and processes.
- The creation, implementation and maintenance of a unified management system which applies to all branches/sites.
- Monitoring of the overall management system via centralized control by the central management representative. The latter must be authorized to issue technical instructions to all offices/sites.
- Documentation of internal audits and management review for all offices/sites.
- Defined divisions work centrally on behalf of all divisions: product and process development, procurement, human resources, etc.

2.6.3 In multi-site certifications, the on-site auditing of sites can be distributed across certification and surveillance audits. The central office must be audited annually in addition to the selected sites.

2.6.4 The Contractor selects the sites to be audited.

2.6.5 Multi-site sampling for HACCP/ GMP Codex (CXC 1-1969, revised 2022) are only possible from a number of 25 sites in the areas of animal breeding, plant breeding, catering, distribution and/or transportation/storage.

2.7 Blended Audits / Remote Audits

2.7.1 Blended Audit is a combination of physical on-site auditing and virtual auditing (Remote Audit). Remote Audit can be performed up to 100%.

2.7.2 The contracting parties may agree to apply remote audit technics during the audit to a reasonable extent, provided that this is permitted according to the Accreditation Bodies/ Standard Publisher's instructions/ Certification Program owners.

2.7.3 The client has to have the appropriate information technology infrastructure and environment (e.g. internet access) in place.

2.7.4 For the remote audit the client has to have all relevant documents available online.

2.7.5 The client shall bear any additional costs (e.g. audit time) incurred by technical problems (e.g. poor internet connection) on the client side.

2.7.6 Video and audio recordings are not permitted unless previously agreed by both parties. Screen shots e.g. of reviewed documents or list of participants are allowed to document the remote audit.

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