

General Terms and Conditions

INTERCERT GmbH – Group of MTIC –

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1. Purpose

This document describes the **General Terms and Conditions**, defined by InterCert GmbH - Group of MTIC - (hereinafter referred to as the **Organisation**).

2. Scope of application

The General Terms and Conditions apply in particular to services relating to the certification of company systems, products, services and processes (hereinafter collectively and individually referred to as the **Services**). These General Terms and Conditions and the contracts concluded under them are subject to German law.

3. Publication

The current version of the **General Terms and Conditions** is published on the website of the **Organisation**. This document is valid from **1 July 2025 the date listed in the document's footer**.

4. Changes to the General Terms and Conditions

The **Organisation** reserves the right to amend these General Terms and Conditions (**TIC-PR-MS-01 Appendix 1**). The changes will be reflected in the publication of a new document, which is reviewed following the previous document. Changes in the new version are indicated by sidebars that highlight the changes made to the text.

The new version (**TIC-PR-MS-01 Appendix 1**) is published on the website of the **Organisation** and replaces the previous version.

Following publication, the **Organisation** shall apply the new version of the **General Terms and Conditions** to any new offers signed by the **Customer** after the effective date of the new version (see paragraph 3) and to all contract renewals after this date.

In any case, the **Organisation** will notify **Customers** of the **changes to the General Terms and Conditions**.

Changes to existing contracts must be accepted by **Customers** to then be applicable. Acceptance of the applicable General Terms and Conditions is a prerequisite for the implementation and maintenance of the certification relationship. If consent to the amended GTC is not granted within the specified period, the **Organisation** reserves the right to terminate the contract.

5. Validity

The General Terms and Conditions shall apply from the date of acceptance of the offer by the **Customer**.

If the terms and conditions of the offer differ from the General Terms and Conditions, the terms and conditions stated in the offer shall take precedence.

6. Technical/financial offer

The **Organisation** offers its **Services** to **Customers** with a **quotation document** or a **contract** (regardless of the name of the document), which is drawn up on the basis of the **Customer** enquiry. The offer contains details of the technical services provided and the associated cost.

Unless otherwise specified in the offer documents and/or the contract, the General Terms and Conditions contained in this document shall apply.

7. Remuneration

The prices for the **Services** provided by the **Organisation** are specified in the technical/financial offers submitted to the **Customer**. The sums stated are calculated based on estimates defined with reference to the values in a price list. The **Organisation's** price list is approved by the legal representative and submitted to the Committee for the Protection of Impartiality.

The prices in the price list are subject to a discount policy determined by the senior management. The discount policy is documented.

The Committee for the Protection of Impartiality guarantees that the **Services** of the **Organisation** are provided to all potential **Customers** at all times without discrimination.

Upon request, the **Customer** may obtain information about the fees charged by the **Organisation** for the **Services** listed on its website. The amounts relating to the certification activities carried out under the plan are available for inspection by the persons applying for certification or the **Customers** of the **Organisation** at the **Organisation's** registered office upon written request by their legal representative, who shall, through a declaration in lieu of an affidavit, not disclose them to third parties. Unless otherwise agreed, the **Organisation** is entitled to claim travel expenses necessary to perform the contract up to 20% of the total net amount.

The **Customer** understands that it must cooperate in the provision of the **Services** to be rendered by the **Organisation**, e.g. by providing the necessary technical documentation and samples to be tested by the date specified in the contract. If the **Customer** fails to fulfil its obligation to cooperate, the **Organisation** may refuse certification and suspend the audit activities or the provision of further **Services** in whole or in part. In addition, the **Customer** shall owe a contractual penalty, the amount of which shall be determined by the **Organisation** at its reasonable discretion and, in the event of a dispute, reviewed by the competent court, but shall not exceed 25% of the total order value. The contractual penalty claim does not preclude the **Organisation's** right to claim further damages; the amount of the contractual penalty shall be offset against any damages awarded.

The assertion of further claims remains unaffected.

7.1. Changes to the price list

The sums relating to the cost items in the price list may change over time. The changes must be approved by the **Organisation's** legal representative and submitted to the Committee for the Protection of Impartiality. Once approved, the new rates will be applied by the **Organisation** to the formulation of new orders.

8. Terms of payment

Invoices are payable within 14 days of receipt without deduction, unless another payment term is stated on the invoice or otherwise agreed. In the event of late payment, the **Organisation** may charge statutory default interest, currently 9 percentage points above the base rate, plus a flat-rate default fee, which is currently EUR 40. We reserve the right to claim further damages.

Certificates will only be dispatched once the full payment of the applicable fees has been received. In the event of late payment in connection with monitoring activities, suspension of the certificate may be initiated.

9. Payment methods

Valid from 27 May 2026

Unless otherwise specified in the tender documents and/or contract, the payment methods used by the **Organisation** specify that invoices will be issued with direct payment by bank transfer.

10. Termination

The **Customer** is under an obligation to make use of the agreed **Services**. Ordinary termination of the contract is generally not possible. If special circumstances exist whereby the **Customer** no longer wishes to make (further) use of the **Services**, the **Customer** reserves the right to terminate the contract with the **Organisation's** consent. In the event of such termination, the **Customer** will pay compensation amounting to 25% of the amount attributable to the **Services** not yet rendered, in addition to the amounts already invoiced for **Services** rendered up to the date of termination.

Even after termination of the contract, all the contractual provisions necessary to maintain the remaining validity of the certificate shall remain in force (until the end of the agreed cancellation period). The certification body may continue to carry out the necessary activities to ensure that the certification continues to comply with the reference standards. The obligation to pay in full for all **Services** rendered up to the date of termination of the contract remains unaffected by the termination.

Upon termination of the contract, the **Customer** must remove all references to (no longer valid) certifications from advertising materials and technical documentation and return the original certificates.

11. Impartiality

The **Organisation** offers to all public or private institutions / companies equal access to its **Services**, without distinction based on company size, membership in an organisation or association, or the number of awards received. The only exception applies to companies that are subject to legal restrictions that do not allow them to access the **Services** of the **Organisation**.

The **Organisation** guarantees the highest level of fairness and transparency in the performance of conformity assessment, inspection, testing and training, and ensures that its management and technical staff are not subject to any undue internal or external pressure of a commercial, financial or other nature that could adversely affect the work performed.

Personnel involved in conformity assessment, inspection, testing and training shall not be involved in any activities that could undermine confidence in their independence, impartiality and professional integrity, nor shall they perform any other activities that could undermine confidence in their work.

Furthermore, the **Organisation** does not advise applicants on activities in which the **Organisation** acts as a third party. In which the organization acts as external auditor

The **Organisation**, its management team and the staff responsible for performing tasks in the assessment process do not intervene directly in the planning, manufacture or design, marketing, installation, use or maintenance of the products subject to certification, nor do they represent parties involved in such activities.

The **Organisation** does not guarantee a successful outcome of the conformity assessment, either upon conclusion of the contract or upon provision of the **Services** owed under this contract.

The **Customer** acknowledges that a potential conflict of interest may prevent the **Organisation** from providing its **Services**. For this purpose and for certification activities, the **Customer** shall provide the **Organisation** with the company name of the consultant and the names of the natural persons who directly perform the activity.

The **Customer** must also notify the **Organisation** of any changes in this respect.

The **Customer** acknowledges that a potential conflict of interest may arise even after the contract has been concluded and until it has been fulfilled in full; in this case, the **Organisation** may terminate the contract with immediate effect. In this case, the **Organisation** reserves the right to demand payment for the **Services** rendered up to the date of termination.

12. Confidentiality

The **Organisation** will comply with the applicable data protection regulations when executing the contract, in particular the provisions of Regulation (EU) 2016/679 (GDPR). The privacy policy (**TIC-F-MS-200**) is available on the website of the **Organisation**. It is the responsibility of the **Customer** to return a countersigned copy thereof upon conclusion of the contract (execution of the offer for acceptance) and to grant consent to the processing of the data provided by the **Organisation**.

The **Organisation** shall treat as confidential the data provided by the **Customer** through the submission of documents intended for access to and/or provision of the requested **Services**, and to extend this obligation to all internal and external personnel involved, also taking appropriate measures for the control, management and storage of information transmitted by IT tools.

The confidential information shall be made available to the staff of the accreditation bodies and the notifying authority or regulatory authority that has a legal right to such access. If authorised personnel access the information, the **Organisation will, at its discretion**, inform the **Customer** in writing.

If third parties request confidential information, the **Organisation** will obtain the written consent of the **Customer**.

The **Organisation** is also aware of its obligation to ensure the protection of information and all other materials and documents that are the intellectual property of the **Customer**. "Intellectual property" includes, for example, all ideas, concepts, knowledge, patents, designs, prototypes, commercial information, financial information, etc. This protection does not extend to information that must be disclosed by law.

The **Organisation** complies with the local data protection laws of the country in which it operates.

12.1. Assessment by internal committees

The processes relating to the **Services** provided by the **Organisation** to its **Customers** stipulate that, where necessary, the activities carried out are subject to review by the certification decision committee and the impartiality committee. By signing the offer and/or contract, the **Customer** accepts that all documents and information provided to the **Organisation** may be subject to such review by the **Organisation's** internal committees.

12.2. Inspections by competent authorities and bodies

The activities carried out by the **Organisation** are subject to regular checks by the accreditation organisation, the authorities that issue the approvals and/or notifications, etc. In these circumstances, information about the **Services** provided to **Customers** may be subject to review by the staff of the bodies and authorities that have been assigned to do so. By signing the offer and/or contract, the **Customer** accepts that all documents and information provided to the **Organisation** may be subject to such checks and verifications in accordance with the **Organisation's** duty of transparency towards these bodies and authorities. By signing the contract, the **Customer** also accepts to grant access to the premises by the staff of these bodies and authorities.

12.3. Negative outcome of the activities carried out by the Organisation

The results of the activities carried out by the **Organisation** may deviate negatively from the **Customer's** expectations. These cases include conformity assessment with a negative result in relation to the applicable requirements (refusal to issue certification), negative results of tests and analyses in relation to the applicable standard requirements, and the determination of non-compliance with legal or regulatory provisions in relation to the

subject matter of interest to the **Customer**. In these cases, the **Organisation** shall, where applicable, notify the authorised accreditation body and the competent authorities. By signing the contract, the **Customer** accepts that all the documents and information provided to the **Organisation** may be subject to notification of a negative outcome in relation to the obligations of the **Organisation** towards these bodies and authorities.

13. Safety regulations for Services provided at the Customer's premises or at the Customer's supplier's premises

For **Services** provided by the **Organisation** at the **Customer's** premises or at the **Customer's** supplier's premises, the **Customer** shall ensure compliance with the occupational health and safety regulations applicable at the site. In particular, the **Customer** shall inform personnel deployed by the **Organisation** of all the specific occupational health and safety regulations and requirements applicable on site, including, but not limited to, fire safety regulations, electrical safety measures, personal protective equipment (PPE) requirements, handling of hazardous substances, emergency and rescue plans, and other site-specific safety rules. The **Customer** shall ensure that the personnel deployed can access the relevant documents and information required for the safe execution of the work before commencing work and shall conduct on-site safety training for the personnel deployed to explain the specific safety requirements and risks on site. The **Customer** shall monitor compliance with occupational health and safety regulations by the personnel deployed and highlight any violations to enable immediate correction.

14. Right to use external resources

In performing the activities covered by the contract, the **Organisation** may employ its own staff and external persons acting on its behalf, provided that they are duly qualified. These persons must fulfil all obligations incumbent upon the **Organisation**, including those relating to independence and confidentiality.

15. Obligation to provide information about court proceedings

The **Customer** shall:

- Notify the **Organisation** immediately at of any irregular situations identified by the supervisory authorities, and any suspension or revocation of authorisations, concessions, etc. relating to aspects connected with the subject of certification.
- Notify the **Organisation** immediately of any ongoing legal proceedings or judgements that have become final and binding in relation to the subject matter of the certification and directly affect the **Customer** or natural persons representing it, without prejudice to the limits stipulated by law.
- In the case of certifications relating to environmental requirements, the **Organisation** must immediately inform the certifying body of all environmental incidents that have long-term consequences and/or require the intervention of external parties to resolve them and/or that have necessitated reporting to the authorities.
- Keep the **Organisation** informed about the progress of the above-mentioned procedures.

In this context, the **Organisation** may carry out additional inspection visits depending on the severity and impact of the identified incident and, if necessary, take measures to suspend/revoke the certificate.

16. Limited liability and responsibilities

- Except in cases where its employees or agents have at least acted with negligence, the **Organisation** shall not be liable for any loss or economic damage caused in any way during the performance of the assessment, certification activities or activities related to other associated **Services**.
- In the event of negligence attributable to its employees or agents in the provision of **Services**, the **Organisation** has taken out special insurance for any losses or damages for which it may be held liable, with upper limits that comply with the requirements of the applicable legal framework.
- The **Customer** declares that it has taken out insurance to cover the risks arising from his activities, with no financial obligation assumed by the **Organisation**.

17. Compensation for misuse of certificates, etc.

The **Customer** shall indemnify the **Organisation** against all costs, claims and legal proceedings arising from the misuse of certificates, licences or conformity marks issued in accordance with these GTC and the underlying contract.

18. Force majeure

The **Organisation** shall be exempt from liability for damages or non-fulfilment of its contractual obligations insofar as these are based on unforeseeable and uncontrollable events that make the provision of its **Services** impossible or significantly more difficult. Such force majeure events include, but are not limited to, natural disasters, pandemics and epidemic outbreaks leading to official restrictions, official measures or changes in legislation that prevent or significantly impede the provision of **Services**, major failures of public communication networks or serious disruptions to the power supply that cannot be prevented by appropriate precautions taken by the **Organisation**.

19. Waiver, suspension, withdrawal of recognition (if applicable)

The **Organisation** shall immediately notify the **Customer** should the **Organisation** decide to waive accreditation, approval or notification in connection with conformity assessment in a voluntary or regulated framework. If the waiver is anticipated, the **Organisation** will inform customers (manufacturers, representatives, etc.) of these evaluation activities at least one year in advance.

If an accreditation, authorisation or notification of the **Organisation** relating to a conformity assessment in a voluntary, regulated or notified area is suspended or revoked by the licensing authority (accreditation body, competent authority, ministries, etc.), the **Organisation** shall inform customers (manufacturers, representatives, etc.) regarding such assessment activities, provided that this is required by the applicable regulatory and legal documents, about the activity programme as soon as possible and within ten days at the latest. The same applies to certificates that may have been issued incorrectly and which, depending on the case, are suspended or revoked on the basis of the provisions of the competent authorities for notified bodies (or the accreditation body for systems falling within the voluntary sector) within the deadlines arising from these provisions. In all these cases, the **Organisation** shall assist customers (manufacturers, agents, etc.) in transferring to another **Organisation** that has the same accreditation, approval or notification.

20. Suspension and withdrawal of certifications

The **Organisation** reserves the right to suspend certification if circumstances arise that could compromise compliance with the certification requirements. This includes, in particular, all cases in which necessary surveillance activities cannot be carried out for reasons for which the customer is responsible.

The suspension may be accepted at the **Customer's** request.

The suspension of the certification will be communicated to the **Customer** in writing. The information includes the reasons for the suspension and the temporary expiry date for any corrective measures.

Unless otherwise stipulated in the contract, the period for remedying the reasons for suspension may not exceed six months.

After six months without a solution, the certification will be automatically revoked.

Certification may also be withdrawn without a suspension period for any serious reason at the discretion of the **Organisation**.

21. **Complaints and appeals**

The procedure for handling complaints and appeals is described in document ~~TIC-F-MS-57-01~~ **TIC-PR-MS-12 Management of Complaints and Appeals**, which can be viewed on the website www.mtic-group.org.

22. **Use of the brand**

The procedures for using the mark are set out in document TIC-PR-MS-01, Annex 2, which can be viewed at www.mtic-group.org.

23. **Jurisdiction**

The courts of Bonn shall have **exclusive jurisdiction** over all disputes arising from this contract