

## Certification agreement (contract)

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Certification body «CERT International» s.r.o. (hereinafter referred to as the «CERTIFICATION BODY») on the one hand and the Company signing the Certification Contract (hereinafter referred to as the «APPLICANT») on the other hand, hereinafter jointly and/or severally referred to as the «PARTIES», have concluded this Certification Agreement (hereinafter referred to as the «AGREEMENT») on the following:

### 1. Subject Matter of the Contract and Contractual Basis

This agreement establishes the conditions for the certification of the system based on the standard(s) ISO 9001, ISO 14001, ISO 45001, ISO 50001, ISO 22000/**FSSC 22000**, ISO 37001, **ISO 37301**, ISO/IEC 27001, **ISO 13485**, **ISO 7101**, **ISO 31000** and surveillance of the system in order to maintain the validity of the certificate for the enterprise (APPLICANT).

The scope of the management system, addresses of the APPLICANT (including branches, sites of the APPLICANT) are defined in the Questionnaire/Application provided by the APPLICANT and finalized in the audit report, the results of which the APPLICANT accepts by signing the act of completed work under the Contract.

The agreement also contains the procedure for using the certificate and certification mark of CERT International. Certification is carried out based on the current versions of the above standards.

With this contract all previously concluded contracts between the CERTIFICATION BODY and the APPLICANT concerning certification for the above-mentioned scope of certification become invalid.

### 2. Responsibilities of the Applicant

(1) Before the audit (pre-audit, certification audit (step 1 and step 2), monitoring audit, re-certification audit) the APPLICANT provides the CERTIFICATION BODY with all the valid documentation (quality management, procedures and process instructions and operation instructions if applicable) referring to the system / the service (handing over or access) as well as records concerning e.g. audits performed internally and management review.

(2) Audits will be performed on site at the APPLICANT's. The latter shall grant the team of auditors during the audit access to the records concerned by the scope as well as access to the organizational units concerned and the processes; he furthermore permits interviewing employees.

(3) He designates a representative of the management.

(4) He designates a contact for the CERTIFICATION BODY and the team of auditors.

(5) After being granted the certificate, the APPLICANT is obliged to communicate to the CERTIFICATION BODY any major changes to the legal and organizational form, the economic or legal circumstances, the company's structure, the organization and the management (key personnel) as well as changes to the covered scope of application of the certified management system or having significant influence on the system / the service.

(6) The APPLICANT is obliged to document all claims related to the functioning of the system and to products / services, as well as their elimination, and is obliged to provide this documentation to the auditor during the audit

(7) The APPLICANT may not give or permit any misleading statements regarding his certification.

(8) The APPLICANT may not create the impression that the certification applies to activities outside the scope of the certification.

(9) In case of a certification of systems The APPLICANT may not permit the impression to be created that a product (including a service) or a process has been certified.

(10) The APPLICANT may not use the certification in a way discrediting the CERTIFICATION BODY and / or the certifying system so that it might lose public confidence.

(11) The APPLICANT shall grant the CERTIFICATION BODY the performance of witness audits by the accreditation body / approving body as well as the participation of monitoring auditors or trainee auditors. No additional costs shall hereby arise for the APPLICANT.

(12) APPLICANT takes responsibilities to notify and ensure compliance with the terms of this AGREEMENT by its affiliates and units within the declared management system area.

(13) For certification in accordance with ISO 45001: APPLICANT shall immediately inform the CERTIFICATION BODY of the occurrence of a serious incident or violation of OHS&S regulations requiring the involvement of the competent regulatory authority, as well as all safety-related incidents, including occupational accidents, violations of legal requirements and any other changes to the information on the certificate. The certification body assesses the risk of these incidents and initiates appropriate measures (requests for comments from the

company, if necessary, a new audit to verify the incidents, if necessary, to withdraw the certificate).

(14) For certification in according with ISO 13485:

APPLICANT shall in time present audit report information released by CERTIFICATION BODY to regulators that recognize ISO 13485.

### 3. Responsibilities of the Certification Body

(1) The CERTIFICATION BODY is committed to treat all the information made available about the enterprise of the APPLICANT confidentially and to assess this information for the agreed purpose only. Information made available is not passed on to third parties. An exception is the provision of information to the Accreditation Bodies, as well as the provision of a report to the board of arbitration in the event of a dispute. The APPLICANT can release the CERTIFICATION BODY from professional secrecy for certain reasons.

(2) In accordance with the description of the certification process (attachment), the CERTIFICATION BODY shall perform the certification and surveillance according to the standard mentioned above and shall grant the certificate / the certificates in case of a positive result.

(3) The CERTIFICATION BODY shall notify the bearer of the certificate concerning the alterations within the certifying procedure which may affect them directly.

(4) The CERTIFICATION BODY keeps and publishes on request a list of granted certificates together with details regarding the scope. Information on the status of the applicant's certificate can be provided at the request of any interested person.

(5) The CERTIFICATION BODY shall record in writing any complaints of the APPLICANT concerning the certifying procedure and shall inform the collegial governing body. in case of professional or technical complaints. In case no agreement between the APPLICANT and the CERTIFICATION BODY is achieved, if the attempt to settle on a mutually agreed basis fails, then all disputes and disagreements under the AGREEMENT shall be resolved in the Court at the location of the defendant.

### 4. Surveillance Audit

(1) The validity of the certificates is three years. This assumes that annual surveillance audits at agreed times have been performed at the enterprise of the APPLICANT with a positive result. The date of the first surveillance audit subsequent to the first certification shall not be later than 12 months after the last day of the approval for the first certification.

The date of the second surveillance audit subsequent to the first certification shall not be later than 24 months after the last day of the approval for the first certification.

(2) In case of untimely performance of surveillance audits, the validity of the issued Certificates is suspended by sending a written notification to the APPLICANT.

(3) In individual justified cases it may be necessary to intensify surveillance audits or short-term announced audits [minimum in 3 days in advance or for ISO 22000/FSSC 22000 not announced audits](#), e.g. to investigate complaints, significant changes according to section 2 (5) or as a result of a suspension of the certificate. The need for this shall be determined by the audit team in consultation with the CERTIFICATION BODY. The associated costs shall be borne by the Customer.

### 5. Using right of the certificate

(1) The certificates as well as the audit reports stay property of the CERTIFICATION BODY even after handing over to the APPLICANT. The APPLICANT is not entitled to carry out any modifications to the certificates. These certificates as well as the certifying documents or parts thereof may neither be used by the APPLICANT in a misleading way for advertising purposes nor is the APPLICANT allowed to permit any misleading advertising.

(2) The right of the APPLICANT to use the certificates shall be terminated with immediate effect and without requiring any notice of termination, if

- the APPLICANT in accordance with section 2 (5) of this agreement, does not immediately informed about the changes that are essential for certification, or about the signs of such changes;
- the certificates are misused,
- the results of the surveillance audits in accordance with section 4 do not justify the retention of the certificates any more,
- remuneration has not been paid within the period set by the CERTIFICATION BODY,
- surveillance audits cannot be performed for reasons the APPLICANT accounts for the certificate was withdrawn;
- the APPLICANT uses the certificates or the marks in a way which violates the provisions of this contract and the applicable constituents or if he uses them otherwise contrary to contract.

The CERTIFICATION BODY is entitled to suspend, withdraw or annul the certificates in case any of the above listed reasons occur and also in case the certificate requirements have been permanently or severely defaulted by the APPLICANT.

(3) In case of the termination of the right of use and enjoyment the APPLICANT shall be obliged to immediately return the certificates to the CERTIFICATION BODY.

### 6. Using right of the Certification Mark

Together with the grant of the certificate the CERTIFICATION BODY will give the APPLICANT the permission to use the corresponding mark. This permission shall be valid for the period of validity and the score of application.

(1) The APPLICANT will be granted the right - which is not transferable and not exclusive - to use the mark exclusively for the scope of application of the certificate, in particular only for the part of the enterprise included in the certification or only for the certified service. Using the mark for another not certified enterprise and / or not certified part of the enterprise and / or not certified service of the APPLICANT is not permitted.

(2) The APPLICANTS prohibited from using the mark for other, non-certified production and / or non-certified part of the enterprise and / or non-certified service.

(3) Using the mark extends only to legal entities and must not be transferred to third parties or successors without the written permission of the CERTIFICATION BODY, as well as be the subject of assignment, sale, or other forced measures.

(4) The mark shall be used for business purposes only and merely on documents for business correspondence and within advertising. The APPLICANT is not entitled to perform any modifications to the marks. Marks must be used neither in a misleading way for advertising purposes nor may this be permitted by the APPLICANT.

(5) The mark must not be used on products and product packaging, accompanying information of products or nameplates in a way that allows one to conclude that the products themselves and / or products are certified. Test reports by laboratories, calibration certificates and inspection reports and own certificates of the applicant are considered to be products. The mark also shall not be used in close connection with products and / or proceedings in a way which may lead erroneously to the conclusion that the products and/or the procedures / processes themselves have been certified

(6) As regards the use the mark in particular within advertising the APPLICANT answers to the CERTIFICATION BODY. The APPLICANT ensures that the mark is used within the stipulations of this contract and its annex.

(7) The client is entitled to use the released mark in communication media, i.e. in printed matters, for e-mail correspondence, on Internet sites and in other advertising and to point out permission is granted. The display of the mark in e-mail correspondence or in the Internet may be done in a copyright protected form.

(8) The right of the APPLICANT to use a mark shall be terminated with immediate effect and without requiring any notice of termination, if

- the validity of the certificate has expired
- there are reasons comprised in section 5 (2),
- the mark is used outside the scope of application of the certificate,
- the mark is used contrary to the AGREEMENT.

In this case the CERTIFICATION BODY is entitled to withdraw or annul the permission to use the mark. The CERTIFICATION BODY in this case is entitled to publish invalidation.

(9) When the right of use and enjoyment is terminated, the APPLICANT is obliged to immediately return the mark together with the permission pass to the CERTIFICATION BODY and to immediately remove the mark from any printed matter, other advertising and media available for him and to cease the use of the mark.

## 7. Warranty

(1) The CERTIFICATION BODY does not warrant for any positive's judgement or approvals by authorities, investigating offices, other technical surveillance associations or similar institutions judging the enterprise or its products based on the certification of the enterprise of the APPLICANT performed by the CERTIFICATION BODY.

(2) No warranty shall be assumed for the legal validity and enforceability of either contractual rights or any deficiencies in title or other defects. The CERTIFICATION BODY in particular does not warrant for the unrestricted use of marks for competitive purposes.

## 8. Remuneration

(1) The remuneration is determined in the certification contract.

## 9. Liability

(1) THE CERTIFICATION BODY is not responsible for the guarantees provided by the APPLICANT on the quality of products manufactured by him using a certified management system / certified service

(2) In case of non-fulfilment or improper fulfilment by the CERTIFICATION BODY of the obligations under this Certification Agreement, the CERTIFICATION BODY is obliged to reimburse the APPLICANT for the losses caused in full, but not in excess of the amount stipulated by the certification agreement.

## 10. Duration of the Contract

(1) This contract will become effective once it has been signed by both parties (including the public offer method) and shall be in force for at least the duration of the validity of the certificate (as a rule, three years). The term of the agreement is renewed each time for the next three years.

(2) The foregoing does not affect the right to immediate termination of this agreement.

## 11. Severability Clause, Written Form, Place of Jurisdiction

(1) Additional agreements to this contract have not been made. Modifications and amendments require written

form to become legally effective. The same applies to the renouncement of the requirement of the written form.

(2) Should any individual or several provisions in the contract be or become invalid, either in part or in full, this will not affect the validity of the other provisions.

#### 12. Constituent Parts of the Contract

The APPLICANT acknowledges furthermore the below defined appendices to this contract at the time as integral part of the contract which shall become valid in the following order:

- (1) Certification procedure ([https://certgroup.org/wp-content/uploads/2022/03/099\\_f\\_opisanie\\_proczedury\\_po\\_sertifikaczii.pdf](https://certgroup.org/wp-content/uploads/2022/03/099_f_opisanie_proczedury_po_sertifikaczii.pdf));
- (2) Certification mark (<https://certgroup.org/wp-content/uploads/2023/11/certification-mark.pdf>)
- (3) CI trademark statement ([https://certgroup.org/wp-content/uploads/2024/04/099\\_va\\_polozhenie\\_o\\_tovarnom\\_znake\\_rev\\_d1.pdf](https://certgroup.org/wp-content/uploads/2024/04/099_va_polozhenie_o_tovarnom_znake_rev_d1.pdf))

Head of the CERTIFICATION BODY of «CERT International» s.r.o.