SUPPLEMENTARY REGULATIONS FOR CERTIFICATION SERVICES

1. GENERAL

1.1. Unless otherwise expressly agreed in writing, these supplementary regulations for certification services shall apply to all offers, services and all concomitant contractual relationships between SGS Germany GmbH and/or SGS INSTITUT FRESENIUS GmbH and/or SGS–International Certification Services GmbH (hereinafter “SGS”) and clients, especially legal persons applying for certification services (hereinafter “customer”). These supplementary regulations for certification services and, where applicable, the offer, the certification process rules, terms and conditions for inspection and analytical services, registration / proposal and order confirmation constitute the entire agreement (hereinafter “contract”) between the customer and SGS on the subject matter of the agreement.

1.2. The certifying authority/authorities of SGS specified in the contract is/are accredited in accordance with DIN EN ISO/IEC 17065. SGS agrees to inform the customer promptly in writing upon expiry of the authorisations for serving as accredited certifying authorities and coordinate the further course of action. The customer shall provide the certifying authority/authorities of SGS with contact data (at least a phone number and an email).

2. SUBJECT MATTER OF THE AGREEMENT AND SCOPE OF SERVICE

2.1. SGS shall perform the following tasks:

- Planning, coordination and execution of audits and/or assessments by appropriately qualified personnel and trained auditors based on the inspection system and checklists specified in the applicable standard/certification system with due regard to current laws and regulations.
- Creation of an audit/assessment report in line with the requirements of the agreed standard/certification system.
- Creation of a deviation report or action plan in line with the requirements of the agreed standard/certification system.
- Evaluation of the audit documentation in accordance with the applicable norms / standards / certification systems.
- As required, issuance of a certificate of conformity (hereinafter “certificate”) based on the audit/assessment report with due regard to the specific requirements of the agreed standard/certification system.
- As required by the standard / system provider / certification system, transfer of the data to an external database or forwarding of reports and documents / records pursuant to the standard / system provider / certification system.

2.2. The standard/system provider, not SGS, is responsible for the evaluation criteria and for changes to the evaluation criteria of the standard/certification systems. The customer is responsible for conformity with the requirements for the certification.

2.3. The guidelines of the agreed standard/certification system shall determine how often an audit or assessment is carried out and how often a certificate is issued depending on the results. The same shall apply to the duration of the certificate.

3. THE CUSTOMER’S RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

3.1 The customer confirms that they have understood all the requirements of the currently valid version of the standard/certification system and agrees to comply with all the provisions of the applicable standard/certification system at all times. This requirement also applies to changes in the agreed standard/certification system that are made after the contract is signed. The customer will implement these changes accordingly after publication by the system provider,or the latest after notification by the certification body. The Client undertakes to inform the Certification Body immediately of any changes

that may affect its ability to meet the Certification Requirements.

3.2. The customer agrees to contribute to the proper implementation of the agreed services. In particular, the client will make all necessary arrangements to carry out the evaluation and monitoring, including the examination of documentation and records, access to sites, their equipment, the relevant area ad personnel, and subcontractors.

3.3. In the event of a change of certifying authority, the customer shall provide the previous audit report and, where applicable, the action plan and shall allow SGS to contact the previous certifying company to clarify any findings or contents of the last audit report. Likewise, the customer allows SGS to request necessary documents and information from a newly verified certification body (proof via contract template or excerpt from the contract) in case of a change from SGS to another certification body, without further confirmation.

3.4. If the customer terminates the contract with SGS from an existing contractual relationship and enters into a new contract with a certification body, the customer shall inform SGS of this new contract and the commencement of a new control procedure (audit & certification or equivalent services) without delay. If a new certificate is issued by a certification body other than SGS, the customer shall immediately inform SGS of this without being requested to do so.

3.5. The customer agrees to inform SGS immediately or by the deadline specified by the standard/system provider regarding all certification-related changes to products (e.g. seasonal items, recalls, returns), procedures, in-house inspections and changes to the company's structure, insofar as they are related to the subject of these supplementary regulations for certification services. This applies in particular to cases where the products or system no longer comply with the requirements of the standard / certification system. When certifying an ongoing production, the customer ensures that the certified product continues to meet product requirements.

3.6. For certifications taking place at multiple locations (e.g. group or matrix certifications), the customer agrees to ensure that all the locations within the scope of the certification acknowledge the rights and duties of the supplementary regulations for certification services and other applicable documents acknowledged by the customer. In the course of this, the customer must ensure that the certification bodies can properly carry out a conformity assessment in accordance with the requirements of the standard / certification system at each location or for each participant.

3.7. Furthermore, the customer agrees either to personally manage all the locations within the scope of the certification and to accept liability in accordance with the law (§ 278 BGB) for all subcontractors (agricultural contractors, etc.), where relevant for certification, or to serve as an authorised representative for all the locations within the scope of the certification based on a legal contract concluded towards, among others, the certifying authority/authorities of SGS.

3.8. The customer agrees to comply with standards when using the logos of the standard/ system provider. The customer further agrees to respect the intellectual property of the standard/system provider vis-à-vis the standard/certification system and any word marks or graphic trademarks and, where required, to conclude a special contractual agreement with the standard/system provider concerning this matter in a timely manner. In addition to the use of conformity marks, all information relating to the product must also meet the requirements of the certification program, which the customer also undertakes to do.

3.9. The customer agrees to use their certification solely in a manner that does not discredit the certifying authority/authorities of SGS now or in the future. The customer also agrees not to provide any details in connection with their certification that the certifying authorities could justifiably consider as misleading or that are ambiguous or unfounded. When referring to product certification in communication media (e.g. promotional materials, borchures), customer agrees to comply with the requirements set forth by the certification program and /or certification body.

3.10. As required, the customer authorises the standard/system provider as well as the accreditation body to allow

unannounced control audits to be conducted to ensure the quality of the standard/certification system (e.g. Integrity Programme/Parallel audits/Witness audits) in order to detect and prevent abuses and violations of the respective standard/certification system. The customer is aware that not passing these control audits may result in suspension of the certification, depending on the regulations of the standard/system provider. In this case, but also the event of withdrawal or termination of the certification, the customer undertakes to cease the use of all advertising materials with (any) reference to the certification and to take all measures required by the certification program as well as all other necessary measures.

3.11. As applicable and where relevant to the certification process, the customer agrees to ensure that all areas, documents, records and employees are made available during normal working hours to the certifying authority/authorities, the standard/system provider and/or the relevant accreditation authority, issuing authority (BLE, etc.) or an inspector commissioned by the former for the purpose of auditing, monitoring or evaluation and investigation of any complaints.

3.12. The customer undertakes to keep records of all complaints made known to it in relation to compliance with the certification requirements and to make these records available to the certification body on request. And it shall take appropriate action in relation to such complaints and any defects discovered in the products that affect compliance with the certification requirements and document the action taken.

3.13. The customer further undertakes to make claims regarding the certification only in accordance with the scope of the certification and, if he makes the certification documents available to others, to reproduce them only in their entirety or as specified in the certification program.

3.14. Translations of the audit or assessment report, checklist and/or action plan requested by the customer may be undertaken by the customer. In case of doubt, the original report issued by the certification bodies is authoritative.

4. DOCUMENTATION

SGS maintains documentation of data on the customer's company, as well as on audit evidence, findings and results documented in the course of the certification service within the respective scope. The retention periods are determined based on the requirements of the agreed standard / certification system and/or the legal regulations.

5. NOTIFICATIONS

5.1. Regardless of any confidentiality agreement, SGS is obligated to communicate the results of the audit to the appropriate standard/system provider in accordance with the regulations of the agreed standard/certification system. This may also apply to the accreditation authority and/or issuing authority (BLE, etc.). Furthermore, if the service in question is accredited in line with DIN EN ISO/IEC 17021, SGS is also obligated to provide the certified customer's name, geographical location and the scope and status of the certification upon request.

5.2. The customer agrees that the standard/system provider can make audit results and master data from audited companies available via, for example, a portal, database or the like.

6. DATA PROTECTION

6.1. While service is being provided, SGS and the customer can obtain access to the personal data of the other party. The parties shall process personal data only in order to fulfil the contractual obligations for which they are responsible. Further processing for a different purpose is prohibited. SGS and the customer must (i) process personal data in line with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and other legal obligations and (ii) fulfil the information requirements of Article 13 ff. of the GDPR. To this end, SGS shall provide the customer with data protection information, which can be

downloaded at https://www.sgsgroup.de/datenschutz-kunden The customer agrees to provide instruction on this subject to employees involved in the contractual relationship and to ensure that they have access to the data protection information for customers.

6.2. SGS and the customer agree to comply with the data-protection principle of data economy and to anonymise and/or pseudonymise personal data unless doing so would prevent fulfilment of the contract.

7. OTHER PROVISIONS

7.1. The certification bodies may transfer the services in whole or in part to an agent or subcontractor, unless the customer expressly objects to this.

7.2. The initial term of the contract is the lifetime of a certificate.

7.3. If provided by the standard provider/ certification system, standard provider or system fees are invoiced by the certification bodies. The amount of the standard provider or system fees is based on the current fee schedule of the respective standard or system provider.

7.4. The contracting parties are entitled to terminate the contract prematurely at the end of the current month for important reasons such as termination of business or cancellation of the certification. Notice of termination must be submitted in written form.

7.5. If the contract ends by via termination with immediate effect by one of the contractual parties before the certificate expires, the customer must return the certificate to SGS immediately or electronic evidence of certification is no longer tobe used. The customer is prohibited from continuing to designate themselves as certified. SGS is not responsible for further consequences affecting the locations within the scope of the certification.

7.6. In the event of termination of the contract by the customer due to a change of one certification body to another certification body, SGS undertakes to comply with the requirements of IAF MD:2 in analogous application, provided that the conformity statement includes ongoing surveillance. The customer must tolerate any possible monitoring/assessment, inspection, or auditing by the certification body SGS, as long as it serves to verify conformity. The customer is bearing the costs of these activities. If further monitoring is refused or the costs of monitoring are not borne, the certificate will be withdrawn with immediate effect.

7.7. The customer is not permitted to entrust a company other than SGS with the certification of the commissioned standard/certification system during the term of the contract for the legally independent or dependent parts of a company for which certification has been requested and which are specified in the offer.

7.8. Contrary to Section 7.6, companies other than SGS may be commissioned to certify locations falling within the scope of the certification if the commissioned service is a certification within a “bundle-/coordniatorsystem”. This shall not apply to the bundler/coordinator themselves, however.

7.9. Unless otherwise agreed, the certifying authorities reserve the right to bill the customer for any costs and investments that have already accrued for cancellations occurring within two weeks of the audit date.