

Terms of Recognition and Assignment for External Experts

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1 General information

- (1) The terms stipulated herein govern the recognition of individuals (referred to hereafter as "external experts") with special expertise in relevant fields, particularly in conducting appraisals, Assessment, audits and inspections.
- (2) These terms also apply to corresponding contracts, in particular those involving work and services that DIN CERTCO signs with recognized external experts in order to fulfill certification contracts it has concluded with product manufacturers or service providers (hereafter: "certification clients").
- (3) The validity of the terms stipulated herein will be made binding as part of the recognition process. Any other terms of business specified by the external expert in question are hereby expressly denied. Such terms will not be considered contractually binding even if they are not expressly denied by DIN CERTCO. Unless otherwise agreed upon, the general conditions stipulated upon the commissioning of the external expert (or those specified in the most recent agreement the expert received in writing) shall apply to future individual contracts of the same type without requiring DIN CERTCO to cite said conditions in each individual case.
- (4) Any individual conditions agreed upon with the external expert in specific instances (including supplementary agreements, additions, and modifications) shall always have priority over the aforementioned terms. Provided there is no evidence to the contrary, a written contract or confirmation from DIN CERTCO shall serve as the definitive reference for the subject matter of such conditions.
- (5) Any legally relevant declarations or records (regarding deadlines, reminders, or letters of resignation, for example) to be submitted to DIN CERTCO by the external expert following the conclusion of a given contract shall only be valid in writing.

2 Recognition as an external expert

- (1) External experts must possess technical expertise in the manufacturing of specific products and experience in the field in which they are recognized, as well as skills related to the performance of audits. Knowledge of specific norms, documents relevant to certification, and the certification process itself is also essential.
- (2) The external expert in question must provide documentation of the qualification(s) required for his or her assigned appraisals. This documentation also serves as a basis for his or her recognition as an expert. The process of submitting proof of the external expert's qualifications as an appraiser/inspector shall be conducted in accordance with DIN EN ISO 19011. DIN CERTCO reserves the right to stipulate further requirements for expert recognition, such as independence and neutrality, the possession of valid professional liability insurance, regular involvement in inspections and monitoring, and participation in Whitniss-Audits testing and professional discussion groups.
- (3) DIN CERTCO shall provide the external expert with a certificate or correspondence that cites the specific expertise for which he or she has been recognized.
- (4) During the time in which he or she is recognized, the external expert is required to submit appropriate documentation to DIN CERTCO regarding his or her current level of knowledge and profes-

sional appraisal experience on a regular basis. To this end, the external expert must provide DIN CERTCO with corresponding written documentation (pertaining to newly published work or additional professional training, for example). The external expert is also responsible for staying abreast of the procedures and testing regulations currently required in the fields in which he or she is recognized. In particular, this can be documented through regular participation in related discussion groups.

- (5) DIN CERTCO reserves the right to conduct any and all quality control measures necessary to ensure that the external expert continues to fulfill its recognition requirements.
- (6) The external expert is obligated to treat all of the circumstances he or she encounters in the course of appraisal activities as confidential and refrain from divulging said circumstances to any third party.
- (7) The fees charged by DIN CERTCO for recognition and surveillance of the external expert are based on the current schedule of fees at DIN CERTCO.

3 Commissioning external experts

- (1) As part of its certification process, DIN CERTCO commissions external experts to conduct appraisals (including the creation of reports involved in certification and conformity assessment procedures) based on its own individual contracts or contracts involving DIN CERTCO clients. These reports (along with other documents, if applicable) will be evaluated by DIN CERTCO or a third party commissioned by DIN CERTCO and cited by DIN CERTCO for certification purposes.
- (2) The external expert's recognition as such shall not entitle the expert to a specific assignment or to a specific number of assignments.
- (3) The independence and neutrality obligations described under section 5 notwithstanding, the external expert is free to accept or decline each assignment offered by DIN CERTCO. To ensure the timely progression of the certification process, the external expert is obligated to notify DIN CERTCO immediately of any limitations in his or her availability when accepting an assignment. The same obligation applies to any difficulties or ambiguities encountered in carrying out an assignment.
- (4) The external expert is also obligated to notify DIN CERTCO immediately of any periods in which he or she will not be available for longer than two months.
- (5) The external expert is not authorized to present him- or herself as a representative of DIN CERTCO to any third party. In particular, this includes engaging in negotiations and offering statements of intent to the advantage or disadvantage of DIN CERTCO.

4 Performance

- (1) The external expert shall perform his or her duties with the greatest possible conscientiousness and care based on the latest technology available at the respective point in time.
- (2) In consultation with the appropriate individuals (and when reasonable and permitted in the situation at hand in accordance with the provisions of section 5), he or she shall take the general process descriptions at hand into ac-

count, along with any instructions, methods, and/or practices specified by DIN CERTCO.

- (3) In principle, the external expert is free to choose the location in which to perform his or her duties. Should a given task require his or her presence in a particular location, however, the external expert is obligated to complete the task in said location.
- (4) While the external expert is free to schedule his or her working hours at his or her own discretion, he or she is obligated to coordinate said hours with DIN CERTCO and its clients in order to meet deadlines and generally ensure efficient collaboration among the parties involved.

5 Independence and neutrality

- (1) The external expert shall perform his or her duties in a neutral and independent fashion.
- (2) In the context at hand, this means that the expert must not be dependent on the certification client in question in financial or organizational terms.
- (3) The external expert is thus obligated to refrain from carrying out any activity for the certification client in question other than his or her appraisal duties in the corresponding certification process.
- (4) The external expert may not perform his or her duties if:
 - He or she was involved in the development of the product or service to be certified or advised the certification client in question during said development in any way, or;
 - He or she is engaged by the certification client in any manner of advisory or business-related role at the time he or she is to be commissioned.
- (5) In particular, the external expert is not permitted to carry out appraisals based on DIN CERTCO documents for which no certification application has been submitted to DIN CERTCO.

6 Remuneration

- (1) The external expert shall be remunerated based on the schedule of fees in place or individual agreements with DIN CERTCO at the respective point in time.
- (2) Remuneration shall be due 45 days after the complete handover of the written report in question (including the related documentation) and the receipt of an orderly invoice.

7 Obligation to cooperate

DIN CERTCO shall inform the external expert of any changes in the procedures, testing regulations, and certification programs at hand in a timely fashion, along with the point in time at which they will take effect. DIN CERTCO shall not be required to fulfill any other obligations to cooperate.

DIN CERTCO must be informed immediately of any changes in the circumstances on the basis of which the External Expert was recognized by DIN CERTCO.

8 Confidentiality

- (1) Within the meaning of these terms, confidential information includes any and all information, documents, images, drafts, knowledge, data, samples, and project documents belonging to DIN CERTCO or the certification client in ques-

tion that are issued, transferred, or otherwise made known to the external expert over the course of an assignment or individual contract with DIN CERTCO. This also includes both written and electronic copies of the materials listed above.

- (2) Any and all confidential information that is transferred or otherwise made accessible to the external expert by DIN CERTCO in accordance with this agreement may only be used by the external expert to carry out the DIN CERTCO assignment in question. In addition, the external expert may not duplicate, distribute, or publish any confidential information or make it accessible in any form to any third party.
- (3) The external expert may only make confidential information belonging to DIN CERTCO or the certification client in question accessible to employees who require it in order to perform agreed-upon tasks for DIN CERTCO.
- (4) The external expert shall require such employees to observe the obligations of confidentiality described herein.
- (5) The obligations described under (2) above do not apply to any information that the external expert can prove was:
 - a) Already public knowledge at the time it was revealed or made public without violating these terms, or;
 - b) Received by the external expert from a third party that was authorized to provide the information to the company, or;
 - c) Already in the possession of the external expert before it was provided by DIN CERTCO, or;
 - d) Acquired by the external expert independently of the information being provided by DIN CERTCO.
- (6) Confidential information shall remain the property of DIN CERTCO.
- (7) Whenever requested by DIN CERTCO – or at the latest at the conclusion of the assignment or individual contract in question without the need for an explicit request from DIN CERTCO – the external expert hereby consents to (i) immediately returning all confidential information (including all copies thereof) to DIN CERTCO or (ii) destroying said confidential information (including all copies thereof) when requested and providing DIN CERTCO with corresponding confirmation in writing.
- (8) The confidentiality obligations described herein shall take effect when the external expert is commissioned by DIN CERTCO or an individual contract is signed between the external expert and DIN CERTCO.
- (9) The external expert shall maintain the strict confidentiality of the relevant information and refrain from making use of it from the time at which a corresponding contract is signed until five years have passed since said contract's conclusion.
- (10) This agreement implies neither the explicit nor tacit abandonment or conferral of licenses or rights to patents, utility models or designs, registered concepts, copyrights, templates, or trademarks, or to applications thereof.

9 Liability

- (1) The company shall bear liability in accordance with the applicable legal provisions.
- (2) To the extent that the cause at hand falls within his or her professional and organizational purview and he or she is personally liable with regard to third parties, the external expert is also obligated to indemnify DIN CERTCO for damages claimed by third parties upon the first corresponding request.

- (3) The external expert must possess suitable insurance against the liability described herein and allow DIN CERTCO to inspect his or her corresponding policy if necessary.

10 Grievances

- (1) Should the external expert or any third party disagree with a decision rendered by DIN CERTCO, a corresponding grievance may be filed with the management board of DIN CERTCO by registered mail up to 30 days after notification of the decision in question is received.
 - (2) If no settlement has been reached two months after the grievance was received, the party that filed the grievance may request that an arbitration committee be assembled within 60 days.
 - (3) An arbitration committee shall comprise the following five members:
 - Two members to be appointed by the party that filed the grievance
 - Two members to be appointed by the management board of DIN CERTCO
 - The chairperson of the certification committee responsible (or a member he or she assigns), or, if no certification committee has been formed, the chairperson of DIN CERTCO's steering committee
 - (4) The arbitration committee shall be chaired by the certification or steering committee member in question.
 - (5) The arbitration committee shall render a decision based on a simple majority within 90 days. If no mutual agreement is reached, the parties affected shall be free to pursue legal remedies.
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- (5) The arbitration committee shall render a decision based on a simple majority within 90 days. If no mutual agreement is reached, the parties affected shall be free to pursue legal remedies.

11 Duration of recognition

- (1) Expert recognition shall be granted for a period of time to be specified on the recognition certificate in question.
- (2) Recognition may be revoked by DIN CERTCO at any time if:
 - The external expert violates these terms of recognition and assignment, particularly those related to his or her obligations regarding ongoing professional training (see section 2, item 4) and independence and neutrality (see section 5), or;
 - Abnormalities are repeatedly ascertained in monitoring the external expert's efforts and he or she fails to address them despite DIN CERTCO's admonitions.
- (3) The external expert's recognition as such shall expire at the end of the recognition period in question without the need for separate revocation or cancellation.
- (4) Any application to extend expert recognition must be received in writing no later than three months prior to the end of the contract in question.
- (5) Should the external expert's recognition as such expire during an ongoing appraisal, the appraisal shall be completed on a mutually agreed basis.

12 Compliance

- (1) Through TÜV Rheinland, DIN CERTCO is a member of the UN Global Compact and subject to its principles. DIN CERTCO also expects the external expert in question to comply fully with the UN Global Compact's standards (for further information, please visit www.unglobalcompact.org).
- (2) The external expert shall also observe the values and behavioral guidelines prescribed in TÜV Rheinland's code of conduct (http://www.tuv.com/media/germany/ueber_uns/dokumente/Verhaltenskodex.pdf) in organizing his or her tasks.

13 Applicable law, place of jurisdiction

- (1) The terms stipulated herein and the contractual relationship between DIN CERTCO and the external expert in question are subject to the laws of the Federal Republic of Germany (excluding international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods).
- (2) The sole place of jurisdiction for any and all disputes resulting from the contractual relationship between the external expert and DIN CERTCO shall be Berlin, Germany. DIN CERTCO shall, however, be free to bring suit against the external expert in its own place of business or in any other suitable court of law.