

**Obligations of the certification body and the client****1. Tasks of the certification body**

The Certification Body IMS INTERNATIONAL GmbH (hereinafter - CB) undertakes to process confidentially all information related to the client's company, to which it was given the access in accordance with the agreed confidentiality rules, and to use this information solely for the agreed purposes. The provided documents and information must not be passed on to third parties. Provision to accreditation bodies within the framework of monitoring and supervision of the CB, as well as detailed reporting and provision of information to the arbitration body in case of conflict are not the subject of this obligation. CB carries out certification and supervision in accordance with the rules of CB. The requirements of international and national standards, as well as the requirements of national legislation and accreditation are a priority for implementation and the basis for certification.

CB must carry out certification and surveillance audits based on the relevant procedure and rules/standards and issue a certificate if the result is positive.

CB maintains and publishes a list of certified companies with an indication of the scope of certification upon request.

Complaints from third parties related to customer management systems that have been certified by CB are sent in the form of an e-mail on the website [www.ims-zert.com](http://www.ims-zert.com)

**2. Tasks of the client**

At least four weeks before the on-site audit (certification, surveillance or re-certification audit), the client provides CB with the necessary documents, such as management system documentation, records of internal audits and management system analysis by Senior Management.

The client conducts a full internal audit before the certification audit, which covers all the requirements of international and national standards, as well as the processes and location of the areas belonging to the scope of the certificate. An analysis of the management system from the top management is also carried out.

The client creates an internal audit program that covers all management system requirements, taking into account the organization's size, scope, complexity of the management system, products and processes, and production sites. The audit program must be evaluated at least once every 12 months.

In the case of certification of a multi-object organization, all objects included in the certification must be covered by the organization's internal audit program. Each production unit must be audited at least once during the 3-year certification cycle. The head office (central office) must be inspected every year.

The client conducts annual audits of management systems by management during the 3-year certification cycle.

The client provides auditors with access to the relevant organizational divisions of the company and allows viewing of records relevant to the functioning of the management system.

The client appoints a contact person from the management or an authorized person from the company who is responsible for conducting the audit.

The client is obliged to immediately inform CB in writing about all important changes that occur after the issuance of certificates or expansion or additions to certificates (this applies, for example, to changes in the legal and organizational form of ownership, changes in the actual addresses of production, economic activity, management positions).

The client provides information on product recalls, industrial accidents, dangerous incidents, process violations for assessment by CB.

The client must record all objections related to the management system and its effectiveness, as well as corrective actions and their results, and provide them in documented form to the auditor during the audit.

The client is obliged, depending on the seriousness of the nonconformity, to inform the auditors about their elimination or about the implementation of corrective actions.

In order to avoid conflicting situations between CB and the possible consulting organization, the client must inform CB about the consulting services used in the field of management systems, before or after the conclusion of the contract. This also applies to organizations that have conducted "internal training" or internal audits of the management system.

As part of supporting the accreditation of CB, the client declares that he agrees to the presence of auditors from accreditation organizations to participate in joint audits that may be conducted in his organization for accreditation.

The client has the right to refuse certification, re-certification, supervisory audits at CB, then the certificate issued to the client will be cancelled.

In the case of certification of several sites based on a sampling, the client is obliged to comply with all conditions related to multi-site certification and to immediately report any non-compliance with one of the requirements of international or national standards, as well as the conditions listed below:

- Development, creation and maintenance of a management system that applies equally to all facilities/production

facilities/branches. This also applies to basic documented procedures.

- Monitoring of the entire system from the head office (central office). The central office has the right to issue instructions for all facilities/production sites/branches.
- Established agreements that certain areas and departments work for all areas and departments within facilities, such as product and process development, purchasing, human resource management, etc.
- Conducting internal audits before the certification audit at all facilities/production sites/branches.
- Signing of an agreement between the client and CB, which is legally binding for all facilities/production sites/branches of the organization.

Additional short-term audits or unannounced audits may be required, for example to investigate complaints, as a result of changes or as follow-up to suspended certificates. In such cases:

- CB determines the conditions under which these short-term audits must be conducted,
- It is not possible to object to team members on a short-term audit.

### **3. Validity period and rights to use Certificate and Certification Logo**

IMS INTERNATIONAL GmbH grants the Customer only the non-transferable and non-exclusive right to use the certificate and certification logo and not the right of ownership or in any other way property thereon based on any provision. The right of ownership and property remains exclusively and only to and for the benefit of IMS INTERNATIONAL GmbH, regardless of whether the Customer has paid for the certification logo and certificate. The right to use the certificate and certification logo is granted and withdrawn at any time according to the present general and specific terms and conditions. The validity of the certificate begins with the date of issue and is valid for the period referred to in it, provided that the intermediate annual surveillance audits are carried out with a positive result for the Customer.

Unannounced surveillance and/or recertification audit may be required in certain documented cases (as in the case of ISO 22000 scheme audits). The implementation of this decision is the responsibility of the CB.

The Customer is not allowed to make any modification / change on the certificate.

The right to use of the certification logo concerns solely and exclusively the procedures, facilities, organizational and operational units that are audited with a positive result and is not allowed to be used for any other than these (such as products). The certification logo can only be used in the form defined by CB and shall be distinguishable and easily recognizable. The Customer is obliged prior to its use in letterheads, advertising materials, brochures etc., to submit a template to IMS INTERNATIONAL GmbH for its prior written consent.

The certification logo can only be used close or alongside to the name and/or the logo of the Customer. The certification logo cannot be used on the product (including its packaging) / service of the Customer or on the accompanying documents of the product / service, and in general in a way that implies the certification of the product / service. As product packaging is any packaging that can be removed from the product without damaging it and as accompanying documents are documents that are either attached to the product or available separately from the product / service. Any reference to the certification on the product packaging or accompanying documents of the product or service shall include:

- name / trading name of the Customer
- the certified Management System (quality, food safety, environment, etc.) and the corresponding certification standard
- reference to IMS INTERNATIONAL GmbH

The use of the certification logo does not imply the certification of the quality, food safety, environmental performance, etc. of the product / service provided by the Customer.

Especially for calibration, testing and analysis laboratories, diagnostic laboratories as well as auditing Customers, the use of the certification logo on calibration, testing, analysis results, and auditing reports is prohibited.

The certification logo and certificate are used solely and exclusively by the Customer; the certificate, the certification logo or the right of their use cannot be transferred, sold, granted or in any other way and for any reason be allocated, in whole or in part, with or without payment, to any third party, general, special successor, associated or affiliated organization or any other organizational and operational structure or unit, facility or holding without the prior written approval of CB. If required, an audit may be carried out on the premises of the structure or until to which the license for use will be transferred, while the certificate and the certification logo can be withdrawn at any time in accordance with the present terms.

The same applies if the Customer changes its name, legal form, corporate type or other essential elements of its status and identity, as well as if for any reason it ceases to exist even temporarily and even if it is re-established with the same or other name, legal form, corporate type or other essential elements of his existence and identity. If the Customer wishes such a transfer, a written request shall be submitted to CB for obtaining its prior written consent. If required at the absolute judgement of CB, an audit may be carried out at any time to the premises of the structure or unit to which the certification logo use license will be transferred, while the certificate and the certification logo can be withdrawn at any time in

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Rev. 2 dated 01.10.2025

DF-IMS00-018

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accordance with the present terms. If the Customer owns other facilities, holdings, organizational and operational units, apart from those been audited and certified, the use of the certification logo shall not pose any misleading risks.

CB has the right to withdraw the certificate and the certification logo unilaterally at any time following the regular annual surveillance or any special audit, when a problem or non-conformity of what is audited and certified to the applicable certification standard(s) is detected or when it is found that they are used by the Customer in a misleading manner or for advertising or other purposes. CB informs any third party and publishes, if it is considered appropriate, the withdrawal of the certification logo and certificate and updates the list of certificated companies.

In case where claims arise against CB from any third party, according to the provisions on liability of the producer or any other regulation, because the Customer uses the certificate or the certification logo in an opposing manner to the provisions of the present terms, the Customer is oblige to release CB from these claims, while it is possible for CB to raise compensation claims for any damages or consequential damages suffered by the Customer's actions, especially concerning its name and reputation. The Customer and CB shall not negotiate, agree, consent, recognize, undertake, accept, acknowledge etc. any obligation, debt or responsibility resulting from the above reasons, without first consulting with each other and cooperate, and provide mutually any necessary and possible help, facilitation, and information. The same applies in case third party claims are raised against CB for the use of the certification logo by the Customer for advertising or any other purposes. The Customer is responsible for using the certification logo in competition and in any other case, in such a way that no misinterpretation of the certification scope is possible and beyond that, to ensure that it does not cause in the context of competition and in any case the impression that the use of the certification logo was granted after control by a competent authority, institution or body. The Customer received the non-transferable and non-exclusive right to use the certificate and the certification logo based on the pre-announced terms.

### 4. Expiration of rights of use

The right of the client to use the Certification Logo and to claim the right to own the certificate is automatically terminated without the need for a direct statement of termination if, among other things:

- The client does not immediately notify CB of changes in its operations that are relevant to certification, or an indication that such changes may occur
- The Certification Logo and/or certificate is used in a way that violates the provisions of clause 2
- The results of surveillance audits no longer provide confirmation for the continuation of the certificate
- Supervisory audits cannot be carried out within the specified time for reasons that fall under the responsibility of the client,
- Actions to correct the non-conformity have not been completed within the specified time or the results of such actions are not satisfactory
- Disputes arise in relation to the Certification Logo in connection with competition law or intellectual property rights.

CB has the right to suspend or terminate the validity of the certificate and, accordingly, the right to use the Certification Logo, if CB becomes aware of new information related to the evaluation of the certification procedure or its result.

CB reserves the right to make final decisions regarding certification, issuance, denial or extension of certification, expansion or limitation of the scope of certification, renewal, suspension or restoration after termination or revocation of a certificate. In addition, CB and the client have the right to terminate contractual relations with immediate effect, ban the use of the Certification Logo or certificate, if there are obstacles to the implementation of the legislation of the country in which the Certification Logo and Certificate are used.

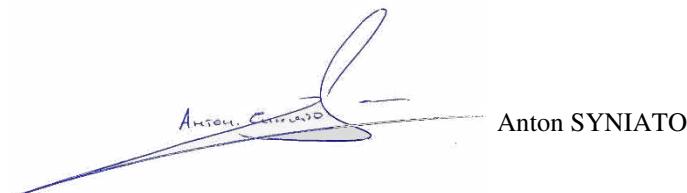
CB has the right to suspend, revoke or declare the certificate invalid or revoked. If within 6 months after the scheduled date of the supervisory audit, the client will not be able to prove that the management system meets the requirements of international and national standards.

The customer must immediately return all original certificates to the Certification Authority when the use rights are terminated or revoked. When the certificate expires, CB issues new certificates upon positive re-certification audit/surveillance audit. The client fulfills his obligations by correctly using the certificate issued by CB. Existing copies upon termination or cancellation must be removed and destroyed by the customer, and promotional activities associated with the certificates must cease.

The general conditions for certification of management systems are applied in accordance with certification, re-certification, and supervisory audits.

Head of Certification body  
IMS INTERNATIONAL GmbH

01.10.2025



Anton SYNIATO