



General Terms Contract Conditions of Factory Production Control System Certification Agreement

1. Client's Rights and Obligations

- a. The Client acknowledges that the preconditions for issuing the "Manufacturer's Declaration of Performance (DoP)" are as follows: compliance with the requisites set out in the specifications for the product in respect whereof the application was submitted, the manufacturing conditions and the controlling procedure during production;
- b. The Client shall make available to the Certifying Agency any and all documents and employee data relative to the plant production surveillance system;
- c. The Client shall declare to have obtained a certificate only in respect of the field(s) of activity in respect whereof a certificate has effectively been issued;
- d. The Client may submit complaints and letters of appeal to the Certification Committee that supervises the Certifying Agency;
- e. The Client shall not use the certificate in such manner that may compromise the goodwill of the certifying organisation; furthermore the Client shall not make any statement whatsoever that might be considered misleading or improper by the certifying organisation;
- f. In the event that any complaints are investigated, the Client shall permit inspection of the internal supervisory reports and any records relative to any inspection, supervision, qualification, surveillance, re-qualification and employee matters.
- g. The Client shall provide that no certificate and/or report and/or any part thereof be used in any unlawful or misleading manner whatsoever;
- h. In the event that the Client refers to the certification of the plant production surveillance system in any communications media, e.g. in documents, brochures or advertisements, such reference shall simply state that the Certifying Agency has "only" certified the compliance of the plant production surveillance system or product performance constancy.
- i. The Client shall cease to use the reference to the certificate and/or the certification logo from the date indicated as the cancellation date (term) of such certificate.
- j. In the event that the Client is desirous to utilise the services of another certifying organisation, then the Client shall be entitled to terminate this Agreement with one (1) month notice. In order to provide for the permanent certified status the Client may request in the respective notice of termination that a longer notice period be applied. In accordance with the duration of the notice period, the certifying organisation shall approve that the certification logo be used for a maximum period of three (3) months.
- k. The Client agrees that the Certifying Agency display the certification status of the plant production surveillance system (valid/suspended/cancelled) on its Internet home page.
- l. Contractor is entitled to review the Certification Body's Quality Management Handbook, its annexes and procedural instructions.
- m. The Client acknowledges that the permanent validity of the certificate obtained in respect of the plant and production surveillance system shall be subject to the following conditions:
 - The validity of the agreement concluded for the certification of the production surveillance system;
 - In respect of the "2+" method: the Client shall grant the Certifying Agency with the opportunity to permanently evaluate and approve of the production surveillance system (conditions of validity is the issuing decision of the a regular review).
 - In the event of any complaints: the Client shall permit performance of the extraordinary inspections and analyses deemed to be necessary by the Certifying Agency. The Client shall keep a record of any and all complaints and grant the Certifying Agency with access to such records.
 - The Client shall notify the Certifying Agency five (15) days in advance in any of the following cases:
 - o If the Client is desirous to perform manufacturing in accordance with another technical specification;
 - o If the Client is desirous to change the production method or the manufacturing conditions;
 - o If the Client is desirous to modify its quality assurance system
 - o In case of relocation of a factory having a valid certification, the manufacturer should announce the termination of the production, Having completed the relocation, the Certifying Body will perform supervision and check if the production is according to the regulations. Having verified the production conditions are satisfying, the Certification status will be put in place. A new certification will be issued.
 - o In case the operation of a Certified organisation is terminated without succession the fact should be reported to the Certification Body.
 - Any written complaints relative to any non-compliance within the field of certified activities shall be notified in three (3) days.
 - Any changes in the Client's organisation (name changed, organizational form change) should to be reported to the Body within 15 days. The application must be accompanied by a valid certificate of incorporation. This does not requires special review.



2. Rights and Obligations of the Certifying Agency

- a. The Certifying Agency shall notify the Client of the requisites applicable to any inspection during manufacturing and the evaluation and certifying procedures relative to plant production surveillance;
- b. The Certifying Agency shall make available the names and data of the individuals participating in the certifying procedure to the Client. With reference to the conflict of interest or bias, the Client may request that other person(s) be appointed for the task.
- c. In the event that the applicable laws require that certain information and data be disclosed to a third party, the Certifying Agency shall notify the Client of such obligation;
- d. Individuals performing the certifying procedure agree to comply with the rules set out by the Certifying Body, including the rules governing confidentiality and independence from any commercial or other interests as well.
- e. With the exception of any cases requested by the applicable laws, the Certifying Agency agrees to refrain from disclosing any information obtained by the Certifying Agency to any third party without the written consent of the Client. In the event that the applicable laws request the disclosure of any information, then the Certifying Agency shall send a copy of such disclosed data to the involved party(ies).
- f. The Certifying Agency shall be entitled to evaluate whether the modifications and/or complaints notified in accordance with Section 1.m herein above request any investigation. In the event that such investigation is deemed necessary, then the delivery of the product(s) manufactured with such modifications shall be withheld until completion of the investigation; or, in the event of any effectuated delivery, such delivery shall be without any use of the certification logo and any reference to the certification by the Certifying Agency. During such procedure the expenses of the additional site visits rendered necessary by the Client (man-days of engineers, travel and accommodation cost) shall be invoiced in accordance with the valid and effective price list of the Certifying Agency.

3. Further information

- a. Schedule of the (yearly) procedure: The time of the supervision should be the anniversary of the first certificate, ± 2 month.
- b. TLI Inc.'s liability insurance is valid within EU (50 M HUF) .
- c. TLI Inc. certifies Factory Production and Product Performance stability based on notification N°NB 2095 within the area covered by the harmonised EU standards
- d. TLI Inc. is a Product Certification Body notified by NAT, certification number: 6-0042/2012
- e. TLI Inc. is a notified body, notification number: MKEH 22.

4. Use of logo

"ÜGYEK" logo, surrounded by the following text: "A TLI ZRT. ÁLTAL AZ ÜZEMI GYÁRTÁS ELLENŐRZÉS TANÚSÍTVÁ".
The logo is dark blue, Pantone 2685, light blue Pantone 306 c and black or white.

In case of "2+"system:



In case of „1” systgem



The manufacturer can use this logo on its production performance certificate during the validity of the certification. The use of the certification logo is prohibited for products not covered by the certification. In case of unauthorised use of a logo. TLI Inc. reserves the right to act as follows:

- ask for modification
- disclosure of the unauthorised or incorrect or misleading use of the logo
- legal action

These "General Contractual Terms and Conditions" shall constitute an integral and inseparable part of the certification agreement. The signing of such agreement shall be deemed as acceptance and approval of the foregoing terms and conditions as well.

The Certification Body keeps the right to modify the general contract conditions in special cases - these modifications will be incorporated within the Certification Contract.