

<p>A NAH által NAH-6-0061/2016/K számon akkreditált terméktanúsító szervezet.</p> <p>Bejelentett szervezet (NB 2095). Kijelölt szervezet (MFO-46).</p>	 <p>TLI Technológiai, Laboratóriumi és Innovációs Zrt. Tanúsító Iroda</p>	<p>Melléklet: 5 Kiadás/Változat: 12/0 Dátum: 2019.07.25. Oldal: 1/5</p>
<h2>General Terms and Contract Conditions</h2>		

## 1. General

TLI Technológiai, Laboratóriumi és Innovációs Zrt. Certification Office works on the basis of Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC as well as according to the Government Decree No 275/2013 of 16 July 2013 on the detailed rules of designing and incorporating construction products into works and on their declaration of performance

TLI TI deals with the certification of performance constancy assessment systems "1.", "2+." and "1+."

Definitions related to the certification procedure and a more detailed description of the tasks of the manufacturer and the certification body in relation to the systems listed above are contained in the document entitled "Information on certification procedures and processes" available on the website [www.tli.hu](http://www.tli.hu).

The General Terms and Conditions (GTC) form an integral, indispensable part of the contract concluded between TLI TI as an accredited, designated and notified (NB 2095) certification body on the one hand, and the Client on the other. Signing the certification contract also means accepting these terms.

TI reserves the right to apply conditions different from the GTC in individual cases, which will be set out in the certification contract.

TLI TI has the relevant liability insurance for its conformity assessment activities ( Decree 5/2010. (I.14.) NFGM).

TI's obligation is under Regulation 315/2009 (XII.28.) Government Decree § 8. pursuant to paragraphs 1-2, the notification of significant non-conformities and withdrawal of certificates within 8 days to the Technical Supervision Department of the Metrology and Technical Supervision Department of the Government Office of the Capital City of Budapest (Budapest Főváros Kormányhivatala Metrológiai és Műszaki Felügyeleti Főosztály Műszaki Felügyeleti Osztály).

## 2. Scope and entry into force of the GTC

The scope of these GTC extends to individual contracts concluded by TLI TI as an agent in the following subject (s):

- Certification of factory production control,
- Product certification

This GTC is valid from 30 July 2019 for an indefinite period (until revoked) and invalidates the previous ones.

TLI TI will publish the amendment to the GTC on its website immediately after its entry into force.

## 3. General rules

### 3.1 Communication

TI considers communication with the Client on an e-mail address agreed to be an official form (eg, agreeing on an audit date, sending deficiencies, etc.), with the exception of termination of the contract, which TI will only accept as a letter with a duly signed mail.

### 3.2 Documentation release

Certificates and maintenance decisions are issued only if the Client has fully settled the value of the invoice duly issued on the basis of the contract.

### 3.3 Invoicing and late payment

Invoicing and late payment information will be recorded in the individual contracts.

### 3.4 Confidentiality

Business secrets shall be deemed to have been stated at the negotiations between the contracting parties, on-site inspections, and all information that comes to the knowledge of any party during the performance.

The Parties undertake to preserve the business secrets of which they become aware and to treat them in accordance with the relevant legal provisions.

The Contracting Parties shall refrain from using any information classified as a trade secret for their own or other purposes outside the contract and from passing it on to third parties, except with the prior express written consent of the other contracting party to the use or transfer.

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### 3.5 Data handling

The data protection regulations of TLI Zrt. are published on the company's official website ([www.tli.hu](http://www.tli.hu)).

## 4. **4. Client's rights / obligations in respect of the certification process**

- a. The Client acknowledges that the issuance of the "declaration of performance" is conditional on the fulfillment of the required performance characteristics of the product to be certified, the production conditions and the requirements specified in the technical specification for in-process control.
- b. The client receives the right of using the issued certificate and is entitled / obliged to provide the necessary data in the performance declaration issued by him, or in case of a product placed on the market, he is entitled to publish the certificate.
- c. A client can only declare that he has obtained a certificate for the field for which he has received a certificate.
- d. The client shall not use the certificate in a manner that misrepresents the certification body and shall not make any statement that the certification body or a third party may deem to be misleading or inappropriate and shall provide such assurance.
- e. The Client, when referring to the (EC) Factory Production Control Certificate of Conformity in the media, such as through documents, booklets, or advertisements, clearly state that TI has certified the "factory production control conformity".
- f. The Client, when referring to the (EC) Certificate of Conformity of Performance in the media, such as through documents, booklets, or advertisements, clearly state that TI has certified the "consistency of product performance".
- g. The Client must allow the TLI TI representative to carry out on-site inspections and to evaluate the results of the factory production control.
- h. The Client shall be allowed to participate in the assessment team of the National Accreditation Authority (NAH) - by prior arrangement - in the basic inspection or on-site inspection carried out by the Certification Office. During the on-site visit, the NAH Evaluation Team only examines TI's activities.
- i. The Client shall make available to the certifier the documents relevant to the conformity of the factory production control and the conformity of the product, which TI shall handle in accordance with its data protection policy.
- j. During the product certification process, the Client must allow the TLI TI representative and / or the subcontractor's representative, accepted by both parties, to take a sample of the product as specified in the relevant technical specification.
- k. The Client is obliged to eliminate the deficiencies discovered during the certification procedure by the prescribed deadline.
- l. The Client may file a complaint or appeal to the Certification Committee supervising the activities of TI. In the event of a complaint investigation, the Client is entitled to inspect the records relating to his case.
- m. The Client is entitled to view the TI Quality Management Manual, its appendices, and the procedural instructions for the certification process.
- n. The Client agrees to indicate on the TI website the status (valid / suspended / revoked) of the (EC) Factory Production Control Conformity or (EC) Conformity of Conformity Certificate.
- o. If the Client wishes to use the services of another certification authority, it may terminate its contract in writing with a 1-month notice period. You can also request a longer notice period in the termination in order to ensure the continuity of the certification.
- p. The Client is obliged to remove the reference to the certification from the date of withdrawal.
- q. The Client acknowledges that the deadline for the completion of the surveillance inspection is the date of the first issue of the certificate  $\pm$  2 months.
- r. The Client must notify TI 15 days in advance:
  - if he intends to produce according to another technical specification;
  - if he intends to change the production method or production conditions;
  - if he wants to change his quality system;

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- in the event of the relocation of a factory with a valid certification, the cessation of production. (Following the relocation, TI will verify the compliance with the requirements through an extraordinary control process. Once it is satisfied that the conditions for operation are met, it will enforce the certification status, on which it will issue a decision.)

- s. The Client must notify TI within 15 days:
- if the Client organization is ceased without legal succession;
  - if the Client organization is transformed (name change, organizational form). The notification must be accompanied by a valid company statement. (Does not require extraordinary review.)
- t. The Client is obliged to report any written complaints related to non-conformity in the field of certification within 3 days. In the event of a complaint, the Client shall ensure that the extraordinary review deemed necessary by TI is carried out. The Client maintains a statement of complaints to which TI has access.
- u. The Client acknowledges that the validity of the (EC) Factory Production Control Certificate of Conformity or the (EC) Certificate of Conformity of Performance is subject to the following conditions:
- Validity of the contract for production control certification.
  - The Client provides the assessment of the continuous production supervision to the Certification Office (the condition of validity is the issuance of a maintenance decision certifying the regular review).
  - In the case of a Complaint: the Client will ensure that the extraordinary review deemed necessary by TI is carried out. It maintains a statement of complaints, which provides TI with insight.
- v. In the event of invalidation, suspension or withdrawal, any advertisements that contain any reference to certification by TI must be discontinued. The Client shall return all procedural documents requested by TLI TI.
- 5. 5. Rights / obligations of the Certification Office regarding the certification procedure**
- a. TI is obliged to provide the Client with information on the requirements for factory production control and the assessment and certification procedures. ("Information on certification procedures and processes" can be downloaded from the TLI TI official website)
- b. In the audit plan, TI informs the Client about the persons involved in the certification process. The Client may request the appointment of another person (s) within 5 working days of becoming aware of the reasons for a conflict of interest or bias. The head of TI decides on the validity of the reason and the appointment of any other person.
- c. The persons conducting the certification process undertake to comply with the rules set by TI, including the rules on confidentiality and independence from trade or other interests.
- d. TI is responsible for not disclosing the information to third parties without the written permission of the Client, except as required by law. If it would be necessary to disclose any information as a result of a legal measure, it shall also send a copy of the released data to the data subject.
- e. TI has the right to decide whether changes notified under Section 4 (r) require extraordinary review. The cost of replacement work (engineering day, travel, accommodation) that becomes necessary due to the Client during the procedure will be accounted for according to the given clause of the contract.
- f. The invitation to the annual review audit will be sent to the e-mail address provided in the contract or agreed in advance at least 2 months before the anniversary of the first issue of the certificate. If the Client does not request the maintenance of the certification, TI shall revoke the existing certificate within the deadline specified in the decision, which shall be notified to the Client and the designating authority.
- g. The certificate is a product of the intellectual product of TLI TI and as such is its property.
- h. If the Client requests the re-issuance of the certificate or needs to issue an amended certificate that is not justified by a change in standards, a change in legislation or a possible error by TI, then TLI TI will charge the certificate invoice. (Such cases as: company name change, legal succession, change of registered headquarter office, etc.)
- i. The issuance of a certificate in a foreign language (English, German, French) will be charged at the engineer's day x 0.5 fee, in case of a foreign language other than those listed above, it will be accounted for on the basis of an individual agreement.

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j. TI is required to retain documentation related to the certification process for 10 years from the date of termination of the contract.

## 6. 6. Conditions for issuing the certificate

The condition for issuing the certificate is that the certification procedure complies in all respects with the procedure according to the system for assessment and verification of constancy of performance in the technical specification of the product and with the certification agreement in force. Additional conditions to:

- the factory has factory production control documentation drawn up in accordance with the requirements of the relevant technical regulation,
- the factory has the appropriate tools and equipment necessary for the operation of the production control system,
- the personal conditions are in place for the efficient operation of the production control system,
- the manufacturing factory must have documentation governing the initial type-test in accordance with the relevant technical regulations and the frequency of sampling and testing necessary to maintain factory production control,
- the manufacturer is able to produce the product with the performance specified in the initial type test at all times and verifies this with the tests specified in the relevant technical specification and with the corresponding frequency,
- TLI TI carries out a basic inspection of the manufacturing plant and completes the corrective action taken by the client to eliminate the non-conformities identified during the inspection by the specified deadline and sends the supporting document to TI,
- the Client fulfills the obligations specified in clause 4 of these GTC.

### 6.1 Classification of non-conformities found during the audit (\*):

1	Notice:	Non-conformity which does not affect the conformity of the factory production control but requires corrective action, the deadline for which may be the date of the next inspection. The certificate / maintenance decision can be issued.
2	Minor non-conformity	Non-conformity that does not significantly affect the conformity of the factory production control (CASE) or the constancy of the performance of the product within a limited period of time is a maximum of 3 months. If TI experiences less than 6 minor non-conformities, the certificate / maintenance decision may be issued; In case of 6 or more, the certificate / maintenance decision will be issued after the corrective action has been taken and accepted.
3	Significant non-conformity	Non-conformity that affects the operation and / or efficiency of factory production control (CASE control) or to ensure the consistency of product performance by producing products that do not conform to the declared performance. The certificate will be revoked if the corrective action is not presented and accepted within a maximum period of 3 months.

## 7. Conditions for maintaining the certificate

The condition for maintaining the certificate is that:

- TLI TI carries out a full annual inspection of the at the manufacturing plant,
- the Client / Manufacturer maintains, at all times, the factory production control system that TI has verified and found to be adequate during the initial certification procedure,
- the Client fulfils the obligations specified in clause 4 of these GTC.

## 8. Withdrawal or suspension of the certificate

The certificate is withdrawn if:

- during an inspection procedure for any reason, a TI employee detects a level or nature of non-conformity which, if repeated, shows that the factory production control system is unable to comply with the relevant technical specifications;

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- recurrence of complaints about non-conformity of a product; - the Client seriously violates the obligations specified in clause 4 of these GTC.
- if the manufacturing plant or the product related to the production control system ceases to be produced;
- if the contract is terminated by mutual agreement or the manufacturer terminates the contract,
- the relevant technical regulation has changed and the Client does not want or cannot ensure compliance with the new requirements.
- the maximum period of suspension of 1 year has expired.

The certificate is suspended if:

- factory production control during the surveillance procedure does not meet the requirements, but immediate withdrawal is not required,
- if incorrect use of the certificate or certification mark (if applicable) (eg misleading company publication) is not remedied by appropriate revocations;
- the certification system or TI's procedures have otherwise been breached,
- in the case of a complaint, for the duration of the investigation of the complaint until a new "reservation" or "withdrawal" decision is issued,
- the manufacturer requests suspension,
- if TI and the Customer mutually agree for a limited period of time (maximum 1 year), for example due to the suspension of production or for other reasons.

The Customer may request the termination of the suspension of certification, in which case an extraordinary "sustaining" inspection shall be held.

### 9. Use of certification mark

The Client may request the use of the certification mark in person by e-mail or during the inspection by filling in the appropriate field of the inspection report.

The certification mark is the exclusive property of TLI Zrt., and its use and rules are authorized by the holder of the Certificate in accordance with a separate agreement (certification mark use agreement).

A Client with a valid certificate may use one of the following text references corresponding to his certificate without a separate contract:

- I. The factory is an organization with a factory production control conformity certificate [certificate number] issued by TLI Zrt. TI
- II. The factory is an organization with an EC-factory production control conformity certificate [certificate number] issued by TLI Zrt. TI.
- III. The factory is an organization with a product performance permanence certificate [certificate number] issued by TLI Zrt. TI.
- IV. The factory is an organization with an EC-Product performance constancy certificate [certificate number] issued by TLI Zrt. TI.
- V. The text reference used must be clearly legible even if any font is used.

The Client may not use the text reference to the certification on business cards, vehicles, buildings and flags.

### 10. Handling of appeals and complaints

Complaints, appeals, objections and any complaints must be submitted in writing to the CEO of TLI Zrt.

TI will notify the complainant in writing that it has registered its complaint and will keep it informed of the status of its case within 30 days of receipt of the complaint, TI shall investigate the matter by setting up a Committee of Inquiry.