

## General Terms and Conditions of **ATTESTA AG**

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### 1. Scope

These terms and conditions apply to contracts concluded between ATTESTA and its clients, unless otherwise agreed in writing or required by law.

### 2. Audits

ATTESTA examines the client's management system or parts thereof with the aim of determining conformity with agreed requirements, including the effectiveness of the system. The client receives an audit report and a certificate or document. ATTESTA is independent, neutral, and objective in the conduct of the audit. Audits are conducted on site at the client's premises (in exceptional cases remotely). The type, scope and dates of the procedure shall be agreed by the parties in an audit procedure or audit programme. If deviations from the requirements of the relevant standard are found during an audit, the corrective measures must be demonstrably implemented by the client within the specified period or a reasonable, agreed period before a certificate can be issued. ATTESTA strives to keep disruptions to the operational process as low as possible when conducting the audits on the client's premises.

The contract is concluded when the client has accepted ATTESTA's offer to purchase the service in writing. The contract is also concluded when the client makes use of the service offered by ATTESTA.

### 3. Selection of auditors

The selection and number of auditors appointed is the responsibility of ATTESTA. ATTESTA undertakes to use only auditors who are suitable for the assignment due to their professional qualifications, experience, and personal skills. They are approved for the respective standard, have appropriate experience of the respective industry as well as management and audit experience. The client is entitled to reject the auditors proposed by ATTESTA. In this case, ATTESTA submits a new proposal. The client is entitled to refuse once at the beginning of the preparation or monitoring phase. In the event that an auditor is absent immediately before or during the audit, both parties agree on how to proceed.

### 4. Rights and obligations of ATTESTA

#### 4.1 Confidentiality and data protection

ATTESTA undertakes to maintain secrecy about all facts that become known to it in connection with its work for the client. The same applies to oral or written results from the audits. ATTESTA will only forward information to third parties with the written consent of the client. ATTESTA keeps records from audits for at least one certification cycle (usually three years).

These obligations also apply to the period after termination of the contractual relationship. ATTESTA informs its customers in suitable time about changes in the certification procedure and/or its certification principles via the website ([www.attesta.ch](http://www.attesta.ch)).

ATTESTA processes personal data of the client for the purpose of proper order fulfillment. For this purpose, ATTESTA has taken technical and organizational measures to ensure the security of the processing and storage of data. The duration of data storage is based on the legal requirements for commercial retention obligations. The client has a right to information, correction, and deletion of the data.

#### 4.2 Accreditation and approval

ATTESTA is regularly monitored by an independent body in accordance with the standards of the ISO Committee for Conformity Assessment (CASCO) ISO 17021 ff. As part of this external monitoring, ATTESTA in turn provides order-related data for the verification of conformity. The consent of the client shall be deemed to have been given for this specific case. ATTESTA is not committed to a single state body but is guided by the internationally recognized CASCO standards - following the consensus of the 167 ISO member states.

### 4.3 Liability

ATTESTA's liability for claims for damages by the client arising from negligence at the time of conclusion of the contract, breach of ancillary contractual obligations and tortious acts are excluded, unless they are based on intent or gross negligence on the part of ATTESTA. This applies to the same extent to the auditors of ATTESTA.

### 4.4 Publication

Upon request, ATTESTA maintains and publishes a list of all clients with valid certification. This publication includes the name and address of the certified organization, the scope and the certified standard as well as the period of validity.

ATTESTA may use the certificates of the clients for references or for marketing purposes. The consent of the client shall be deemed to have been given.

### 4.5 Maintenance and renewal of certification as well as audits for special occasions

ATTESTA verifies the effectiveness of the client's certified management system by means of regular maintenance audits (usually annually) and recertification audits (after 3 years). If ATTESTA receives information from third parties that raises doubts about the conformity or effectiveness of the management system it has certified, it has the right, after consultation with the clients concerned, to conduct additional unscheduled "audits on special occasions". Particular care must be taken in the selection of the audit team, as the client lacks the opportunity to object to members of the audit team. As well as in the expansion of the scope. In the area regulated by law, ATTESTA has the right to conduct additional unannounced audits in justified cases.

### 4.6 Arrangement of appointments

ATTESTA and the client agree on audit appointments as long as possible. Appointments will be confirmed in writing. If, at the instigation of the client, a confirmed appointment cannot be kept, ATTESTA may invoice the expenses actually incurred in preparing the appointment.

### 5 Rights and obligations of the client

**5.1 Management system** The client must implement and maintain a documented management system that meets the requirements of the underlying standard. To ensure the conformity and effectiveness of the management system in the long term, the necessary measures must be conducted and documented.

#### 5.2 Obligation to provide evidence

The client shall ensure that ATTESTA has access to all information necessary for the fulfilment of the order and the necessary premises. He obliges his appointed employees to provide the auditor with timely, truthful, and complete information about all processes that are required for the audits of  
can be meaning. Within the framework of certified management systems, all records of complaints and their corrective measures must be submitted to the ATTESTA au f request.

#### 5.3 Notification of changes

The client is obliged to inform ATTESTA immediately of all changes that may affect the certified management system. This applies to the purchase/sale of parts of the company, changes in ownership, changes in the field of activity, fundamental process changes or the opening of bankruptcy or composition proceedings.

#### 5.4 Confidentiality and secrecy

The client is entitled to pass on the audit report in full. Partial disclosure is not permitted. The documents provided to the client by ATTESTA, including the certification symbol, are protected by copyright. The client expressly acknowledges that all documents handed over to him by the certification body or made available for inspection remain the property of ATTESTA and may only be used internally. They may not be made available to third parties or used for purposes other than those agreed. The client is obliged to treat the information and knowledge made available to him under this agreement about matters of ATTESTA and its employees confidentially. This obligation shall remain in force beyond the end of the agreement. The client obliges his vicarious agents accordingly.

#### 5.5 Independence of auditing

The client is obliged to refrain from doing anything that could impair the independence of ATTESTA's employees and auditors. This applies to offers for consulting activities including internal audits, employment and assignments for one's own account, separate fee agreements or other non-cash benefits.

#### 5.6 Sampling/matrix procedure

When applying the sampling/matrix procedure, the client is obliged to notify ATTESTA in writing of all changes to locations that have an influence on the matrix procedure in suitable time before the next audit.

### 6. Services, prices, and terms of payment

The client acknowledges the terms and conditions and prices of ATTESTA in the currently valid version, unless otherwise contractually agreed. Invoices are payable net within 30 days of the invoice date without deduction. In the event of default in payment, ATTESTA shall be entitled to charge the client interest on arrears in the amount of 5% (five percent) from the time of default.

ATTESTA has the right to refuse to provide the service in the event of default in payment. In the case of a high order amount, ATTESTA may demand a deposit from the client.

### 7. Certificates and certificate symbols

#### 7.1 Issuance and use

ATTESTA is obliged to issue the certificate and hand it over to the client if all certification requirements and contractual obligations are met. The certification decision is the sole responsibility of the Certification Council. This is based on the auditors' recommendation to issue the certificate as set out in the audit report.

Certificates are usually valid for three years, starting with the determination of conformity. Certificates and certificate symbols may be used for advertising. This use is limited to the scope and duration of the certification. Certificate symbols may not be affixed directly to a product or used on product packaging and/or accompanying information in such a way as to give the impression that they refer to the conformity of a product with the underlying regulations. ATTESTA is obliged to ensure correct use within the scope of its possibilities. Certificates and certificate symbols may not be transferred to legal successors or other organizations. After suspension, withdrawal or cancellation of a certification, the client must cease all advertising with the certification. The client undertakes to return the certificate after withdrawal or cancellation. A right of retention is excluded. Reprints and changes to the certificates and certificate symbols may only be made by persons who are authorized to do so by ATTESTA.

#### 7.2 non-issuance/refusal of the certificate

ATTESTA can only issue certificates if, after the audit, the requirements for this are met. In the event of non-compliance, the auditor documents the deficiencies in a report or announces the conditions that are necessary for the issuance of a certificate. Deviations or conditions must be remedied or fulfilled within the set deadlines.

If necessary, ATTESTA repeats the audits in whole or in part. The costs for this will be calculated according to the valid price list according to expenditure. If the deficiencies could not be remedied within the set deadlines and/or if the requirements for the issuance of a certificate are not met even after two follow-up audits, the certification procedure is concluded by a report without a certificate.

#### 7.3 Suspension or restoration after suspension, withdrawal, cancellation, and restriction of the certificate

**a) Suspension or restoration after a suspension:** ATTESTA is entitled to suspend the issued certificate for a limited period if the client fails to fulfil its contractual or financial obligations. has been demonstrably violated, in particular if corrective measures to the management system have not been demonstrably effectively implemented within the agreed deadlines, the dates of the audits proposed by ATTESTA to maintain certification have not been observed and the deadline of usually twelve months since the last audit has been exceeded as a result, ATTESTA has not been informed in a timely manner of planned changes to the management system and other changes affecting conformity with the standard on which the audit is based, a certificate or certificate symbol has been used in a misleading manner.

ATTESTA will first announce a possible suspension in writing. If the reasons for the suspension are not eliminated within the specified periods, ATTESTA shall inform the contracting authority in writing of the suspension of the certification, stating its reasons and the necessary measures to be able to reinstate the certification. The suspension of certification is limited in time (usually max. 90 days). If the required measures are demonstrably effectively implemented within the specified period, the suspension of the certification shall be withdrawn, and the certification shall be restored.

#### **b) Withdrawal:**

ATTESTA is entitled to revoke certificates or declare them invalid after written notice if:- the deadline for suspension of certification has expired,- the conformity of the management system with the standard on which it is based is not guaranteed,- the client continues to advertise the certification after the certificate has been suspended,- the client applies his certification in a form, which brings ATTESTA into disrepute,- the conditions that led to the issuance of the certificate are no longer met or the client is not prepared to eliminate deviations,- the client effectively terminates the contractual relationship with ATTESTA.

**c) Cancellation:** ATTESTA is entitled to cancel certificates or to declare them invalid retroactively if:- it subsequently turns out that the conditions that meet the requirements were necessary for the issuance of the certificate, were not given, - the client has impermissibly impaired the certification procedure, so that the objectivity, neutrality or independence of the assessment result are in question.d) Restriction

ATTESTA is entitled to limit the scope of the client's certification in order to exclude those parts which fail to comply with the requirements where the certified contracting entity has persistently or seriously failed to comply with the certification requirements for those parts of the scope of the certification. Such a restriction must be made in accordance with the requirements of the standard used for certification.

#### **8. Handling of requests for information, objections and complaints**

Requests for information can be made to ATTESTA at any time by using the contact form on the ATTESTA website or by contacting them by telephone or in writing. Each client has the right to appeal or appeal against a decision in the event of disagreement with auditors or with ATTESTA. Objection: Each client is entitled to services that are provided within the agreed framework in such a way that his expectations and needs are met. In the event of non-compliance, ATTESTA will ask for information necessary for improvement. Complaints: Complaints can be submitted orally or in writing to the management of ATTESTA. If it is not possible to find a solution with those directly affected or with the management, the Certification Council can be requested in writing.

#### **9. Duration and termination**

The agreement is concluded for an indefinite period (usually three years) when the order is placed. The contract ends with the end of the validity period of a certificate and is automatically extended by the further validity period of a certificate under the same conditions after passing the audit. A takeover by new owners/shareholders does not result in termination of the contract. Ordinary termination can take place at the earliest twenty-four months after issuance and at the latest three months before the expiry of the certificate. During the term of the contract, each contracting party is entitled to terminate this contract prematurely and without notice if the other party breaches its obligations under this contract after setting a deadline of thirty days. Reminders and deadline adjustments must be made in writing.

If the deadline for ordinary termination is not complied with by the client, half of the costs of the next agreed audit shall be due. In the event of bankruptcy or cessation of business activities of one of the contracting parties, this contract shall be deemed to have been dissolved with immediate effect.

#### **10. Applicable law/place of jurisdiction**

These terms and conditions are subject to Swiss law. As far as no mandatory statutory provisions take precedence, the court at the registered office of ATTESTA shall have jurisdiction.

#### **11. Deviating agreements**

Deviating agreements or ancillary agreements must be made in writing. If individual provisions of the contractual agreements - including the terms and conditions - are invalid, this shall not affect the validity of the remaining provisions. The parties shall immediately replace the invalid provisions with provisions that come as close as possible to the meaning of the invalid provisions.

#### **12. Additional conditions**

In addition to the above conditions, the specific requirements in the currently valid version, including their supplementary interpretations, shall apply to individual sets of rules.

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