

Contractual and general provisions of the certification body of Holzforschung Austria

1. Obligations of the certification body

- 1.1. Impartiality: Holzforschung Austria as well as its top-level management and its employees undertake to absolute impartiality towards the products to be tested, evaluated and assessed by them, about which a statement of conformity is to be given.
- 1.2. Responsibility: Holzforschung Austria is responsible for its activities in the course of conformity assessment. This also applies to activities assigned as suborders.
- 1.3. Confidentiality: Any documents and information about the certification procedure are treated confidentially. The employees of Holzforschung Austria are obliged to confidentiality. Confidentiality is also ensured in respect of possible subcontractors and in the course of a possible opposition or complaints procedure. Excluded therefrom are obligations to give information resulting due to legal provisions or the public registers to be kept, resp.
- 1.4. Transparency: The certification activities are performed with the highest transparency possible. The applicant is demonstrably informed about any phase of the process.
- 1.5. Proportionality: Holzforschung Austria undertakes to perform the assessments and verifications in a manner transparent for the applicant and maintaining proportionality, in order to avoid unnecessary burdens. In that, size, industry, structure as well as degree of complexity of the affected product technology as well as the character of the manufacturing process of the applying company are taken into due account.
- 1.6. State of the art: Holzforschung Austria agrees to perform the necessary verifications according to the best of their knowledge according to the state of the art, without, however, accepting liability in respect of the quality of the products.

2. Assessment system

The assessment of a deviation from the relevant requirement documents in evaluation, certification and ongoing monitoring is basically performed according to the system in the table stated below, wherein the approach is correspondingly.

It is included into the consideration of the impact of a deviation, which impact it has on integrity and credibility concerning the certified product. Deviated therefrom results, whether it may be a fundamental failure.

<i>Observation/Remark:</i>	In the course of the audit, problems at the early stage, which do not represent a deviation, but which upon non-consideration may result therein, can be addressed, too. These are documented as “observations”, in order to point them out to the customer.
<i>Minor deviation/nonconformity *:</i>	<p>The deviation</p> <ul style="list-style-type: none"> - is temporary, <i>or</i> - unusual or non-systematic, resp., <i>or</i> - impacts are limited in their temporal and organisational extent, <i>or</i> - its impact does not result in a fundamental failure to fulfil the relevant requirements, <i>or</i> - has to be corrected within a limited period of time, <i>or</i> - does not represent a risk to effective functioning of the system (e.g. FPC). <p>The usual period of time for correction is 2 months.</p>
<i>Major deviation/nonconformity *:</i>	<p>A deviation, which either alone or in conjunction with others (possibly) results in a fundamental failure to fulfil the requirement. Such a fundamental failure is present, when the deviation:</p> <ul style="list-style-type: none"> - occurs over a long period of time, <i>or</i> - is repeated and systematic, <i>or</i> - comprises a wide area of production, <i>or</i> - although recognised, was not respectively treated by those responsible. <p>In case of such deviations, there is the risk, that products are put into circulation, which do not have the declared performance properties. This type of non-fulfilment usually requires the complete or partial repetition of monitoring.</p>
<p><i>* In case of occurrence upon evaluation, these deviations must be eliminated prior to issuance of a certificate.</i></p>	

3. Validity, extension, alteration, and expansion of the certificate

A certificate is valid until the expiry stated, or as long as the requirements are complied with on the part of the manufacturer, resp., or as long as the normative regulatory framework and/or requirements it is based on do not change, resp.

An alteration and expansion may be performed upon application and with a respective evaluation, assessment and certification decision. The changed certificate to be newly issued thereupon is provided with a new date of issue.

Upon application for expansion of the certificate, there also will be an individual decision, whether a further audit on site will be required for that, or whether an inspection of the relevant documents during an office audit is sufficient.

4. Changes with an impact on certification

Should changes in regards to the requirements in the superior regulatory framework or in the relevant specifications, resp., which concern the customer, occur, then Holzforschung Austria will inform the affected customers. Depending on the type and impact of the changed requirements, respective

measures in regards to the tasks during the certification activity are taken. These may range from a documented evaluation up to a renewed initial inspection.

The basic principles of proportionality and responsibility are considered for these decisions, too.

In case of changes with an influence on certification, e.g., triggered by the customer with fundamental alterations in the system, measures adapted to this situation will be taken.

5. Termination, restriction, suspension, or withdrawal of the certification

If a non-conformity is detected either in the course of monitoring, which results in a negative certification decision, or otherwise, then Holzforschung Austria will take measures adapted to this situation.

Suitable measures may be:

- The certification is continued subject to conditions, for example by determination of an additional monitoring audit or an increased frequency of the monitoring audits;
- The scope of application of the certification is restricted, in order to remove non-conforming product types;
- Suspension of the certification, subject to remedial measures by the customer;
- Withdrawal of the certification;

The applicant will be informed about any measure taken in writing and, if applicable, made aware of the consequences resulting therefrom.

5.1. Restriction

The applicant will be informed about the measure taken in writing and, if applicable, made aware of the consequences resulting therefrom.

Should it be necessary to perform a new evaluation or assessment and make a new certification decision for the specified restricted area, then the approach is according to the relevant sections of this guideline or correspondingly, resp.

A certificate with the restricted scope of application is issued.

The certificate to be restricted is requested back in order to mark it as invalid.

The respective registers are changed.

Should the applicant voluntarily request a restriction, then the approach is correspondingly.

5.2. Suspension

The certificate holder will be informed in writing about the suspension as well as about the necessary conditions for reactivation. He/she will also be made aware of the consequences resulting therefrom.

The respective registers are changed.

The suspended certificate is requested back and provided with a respective notation.

The certificate holder can apply for cancellation of the suspension of the certification in writing.

Before the suspension of a certificate can be cancelled, there will be a new evaluation and assessment and a new certification decision is made. For cancellation of a suspension, a witness audit is a mandatory part of the evaluation process.

Should there be a positive certification decision following this process, then the certificate is returned to the certificate holder and he/she is entitled to use it again.

The respective registers are changed.

Should the applicant voluntarily request a suspension, then the approach is correspondingly.

5.3. Withdrawal or termination at the customer's request

The applicant will be informed about the measure taken in writing and, if applicable, made aware of the consequences resulting therefrom.

The certificate is requested back and provided with a respective notation.

The respective registers are changed.

Should the certificate owner voluntarily request a termination, then the approach is correspondingly.

The concluded contract is thus terminated or cancelled, resp.

6. Objections and complaints

- Objections, the demand of the provider of the subject of conformity assessment towards the conformity assessment body, to revise their decision in respect of this subject (a contractual relationship exists in this connection)

and

- complaints, the expression of dissatisfaction, expecting an answer – however, in another sense than an objection – by any person or any organisation towards the conformity assessment body in respect of their activities (no contractual relationship exists in this connection)

are being dealt with according to a documented procedure, which is handed over to any party on demand.

7. Obligations of the applicant or certificate holder, resp.

The applicant or certificate holder, resp., shall be obliged

- 7.1. to fulfil the relevant legal and normative requirements and obligations;
- 7.2. to always fulfil the relevant requirements of the certification programme, the documents downstream thereof, and the certification body;
- 7.3. in case of changed requirements, to take or accept, resp., the necessary measures;
- 7.4. to accept any liabilities for damages, which arise from noncompliance with the requirements of the relevant regulatory framework;
- 7.5. to be liable for any damages resulting from defective provision of the product or violation of obligations, and he/she must indemnify and hold the certification body harmless against third party claims;
- 7.6. to exercise the care required for the manufacture of flawless products, so that the product requirements are still fulfilled;
- 7.7. to immediately inform the certification body about changes concerning the data in the application form;
- 7.8. to consistently perform and maintain the factory production control (FPC) as well as inform the certification body about possible changes, whereupon they will determine the further approach;
- 7.9. to keep the documentation about the FPC for at least 10 years from invalidity;

- 7.10. to support the activities of the certification body with vigour and to the best of their knowledge and belief; this shall also apply to monitoring activities as well as necessary sampling;
- 7.11. to let the monitoring authorities of the certification body access the operating and storage rooms of the company and the production site, including its delivery warehouses, unannounced anytime during operating hours, and to let them perform the activities required in conjunction with monitoring;
- 7.12. to ensure that, should the manufacture be undertaken at other companies to a substantial extent, these production sites can be accessed as well;
- 7.13. to ensure that the participation of observers, e.g. official experts of the accreditation body, in inspections, monitoring or audits is enabled;
- 7.14. to inform the certification body about any complaints communicated to them, concerning the conformity assessment¹, to keep records about the complaints, to take appropriate measures, and to document the measures taken;
- 7.15. to protect the intellectual property of the certification body; i.e. any documents provided, also in the electronic form, must neither be copied nor used within the scope of publication towards third parties or made accessible in any manner without consent;
- 7.16. not to use their certification in a form and not to give explanations about their certification, which the certification body may consider misleading and not authorised or may be understood by them as defamatory;
- 7.17. to exclusively use the certification in order to demonstrate that certification objects are certified in regards to their conformity with determined normative documents. Explanations about the certification must exclusively cover the scope of application of the certification.
- 7.18. to inform the certification body in writing about organisational changes in the scope of application (e.g. reorganisation) or changes concerning certified products (e.g. the intended modification of the product or the manufacturing process).²
- 7.19. to use the identification number of the certification body as notified body only in the manner specified by the relevant documents in the course of CE marking or preparation and issuance of a declaration of performance, resp.;³
- 7.20. to pass on reports and certificates to third parties in an unabbreviated and unchanged manner only; publications of extracts must only be undertaken with the written consent of the certification body;

¹ The certification body will contact the person expressing the complaint and ask him/her to address it to them in writing, in order to then process it according to the procedure specified for that.

² Holzforschung Austria will determine, whether the announced changes require further measures; should this be the case, then the provider must not release any certified products, which were produced following such changes, until the certification body informs him/her respectively.

³ Relevant for the legally regulated area at a European level. Should the identification number be used wrongly and/or misleadingly, then the certificate holder will be requested by the certification body to refrain from this kind of use in the future, since otherwise a certificate withdrawal will be initiated.

- 7.21. to send back any certification documents issued by the certification body upon suspension, withdrawal or termination of the certification and to cease any advertisement referring to the respective certification;
- 7.22. to remove or conceal, resp., any references to the certification or monitoring, resp., following termination of the contractual relationship.

8. Consent

The applicant or certificate holder, resp., agree

- 8.1. with the approach and the consequences and obligations resulting therefrom, which result from the documents of the certification body relevant for certification and the sequences and regulations described there;
- 8.2. that any costs for the execution of certification shall be at their expense; this shall also apply to additional monitoring, which may become necessary;
- 8.3. that accounting will take place according to the offer or, for ongoing monitoring, resp., according to the valid rates of the certification body; the costs arisen must be paid net cash following receipt of the invoice;
- 8.4. that the contract will be cancelled, if the certificate holder does not meet his/her payment obligations;
- 8.5. that the certification body shall be entitled to withdraw from the contract without liability claims, if
 - bankruptcy proceedings about the assets of the applicant are initiated or the initiation of bankruptcy proceedings is declined for lack of sufficient assets,
 - fulfilment of the contract in time is impossible due to circumstances the company is responsible for,
 - the company does not meet its obligations to cooperate despite a grace period,
 - in case of an agreed complete or partial obligation to advance performance of the company, it does not meet its obligations,and that in such cases of withdrawal by the certification body, it still is eligible to compensation for any costs arisen so far;
- 8.6. that violation of the conditions of this contract, bankruptcy or arrears as well as serious or repeated misuse of the verification/sign of conformity are also grounds for withdrawal without notice; Holzforschung Austria will inform about the withdrawal in writing, make it public, and it shall become valid upon receipt of the notification;
- 8.7. if applicable, with necessary subcontracting, about which they are informed in advance – at best with the offer;
- 8.8. that Holzforschung Austria shall not be liable for damages arising at the tested goods, as long as these damages do not have to be ascribed to gross negligence they are responsible for; in particular, they shall not be liable for damages typical or necessary for execution of the inspection or certification, resp.;
- 8.9. that in case of withdrawal of the verification of conformity on their part, there is no claim for damages to the certification body.

9. Other provisions

- 9.1. The certificate holder shall be entitled to use the certificate for business purposes with business partners and the public.
- 9.2. Following consent by the certification body, he/she shall be entitled to refer to the monitoring in business documents as well as on the respective product, its packaging or on delivery slips, resp.; the text must refer to the monitored object only.
- 9.3. The trademark of the certification body is legally protected and any possible use by third parties shall require the consent of the certification body.
- 9.4. The contractual relationship shall become effective with the signature of the application and from the date stated there, for an indefinite period.
- 9.5. The contractual relationship may be cancelled by any of both contractual parties with 3 months notice, without having to state reasons, by registered mail; cancellation without notice in the cases stated above shall remain unaffected thereby.
- 9.6. Alterations and extensions of the contractual relationship shall require the consent of both contractual parties.
- 9.7. This shall not apply to changes resulting due to changes of the certification programme, which become valid for the contractual relationship without consent.
- 9.8. Place of payment and fulfilment shall be Vienna.
- 9.9. The appropriate Vienna court in the matter shall be competent for disputes resulting from the contractual relationship, and for decisions about the contractual relationship, Austrian law shall be exclusively applicable.