

Contractual and general provisions of the inspection body of Holzforschung Austria

1 January 2022

1. Subject matter of the contract and general information

- 1.1. This document governs general contractual provisions of the inspection body of Holzforschung Austria (hereinafter referred to as the inspection body). These, as well as additional (or deviating) product- or system-related regulations, are specified in the individual application (i.e. contract with Holzforschung Austria).
- 1.2. The specific object of the inspection incl. monitoring/audit is defined by the individual application.
- 1.3. *Inspection* in the sense of this document is the periodic examination of a product, process, or service (hereinafter the *object of inspection*) and determination of conformity with the requirements agreed by the individual application (i.e. conformity assessment).
- 1.4. *Monitoring or audits* in the sense of this document are examinations of the object of inspection in the sense of 1.2 and, if applicable, of its manufacturing including self-monitoring (if applicable and construction site inspection), the type and scope of which are defined by the requirements agreed in the individual application.
- 1.5. *Monitoring/audits* refer to the location(s) specified in the individual application.
- 1.6. Depending on the provisions of the respective inspection programme, the inspection body may agree to conduct the monitoring/audit by remote audit in exceptional cases or situations.
- 1.7. The applicant is obliged to notify the inspection body immediately of any changes to the object of inspection by sending a copy of the changes.
- 1.8. The applicant undertakes to exercise the care required for the manufacturing or performance of the object of inspection.
- 1.9. Any interruption in the manufacturing/performance of the object of inspection which makes it impossible to carry out an inspection in accordance with the contract shall be notified to the inspection body without delay, stating the expected duration; the same shall apply to the resumption of the manufacturing/performance of the object of inspection.
- 1.10. Where applicable: In order to be able to carry out necessary construction site inspections, the applicant undertakes to notify the inspection body in writing of all construction site assembly dates in good time so that proper monitoring can be carried out.

2. Implementation of the monitoring/audit

- 2.1. The type and scope of the examinations are based on the principles agreed in the individual application. Insofar as details of the inspection are not specified, these shall be recorded in the inspection report after consultation with the applicant.
- 2.2. The frequency of the recurring inspection incl. monitoring/audit is determined by the individual request or by the basis agreed along with the application.
- 2.3. The applicant shall appoint a leading expert or person responsible for this topic and nominate them to the inspection body. The same applies to their deputy. The inspection body is to be notified about any change in writing without delay.
- 2.4. The authorised representatives of the inspection body shall be entitled to enter the applicant's operating and storage premises and its production sites, including its

distribution warehouses, unannounced at any time during operating hours and to carry out the actions required in connection with the inspection.

- 2.5. Likewise, employees and representatives of accreditation bodies and other recognising bodies of the inspection body or conformity assessment bodies on whose behalf the inspection body operates are entitled to accompany the inspection body in the course of its witness audit or monitoring activities. These persons are subject to a confidentiality obligation based on the contracts underlying this activity.
- 2.6. If required, all documents relating to the production or the creation and performance of the service shall be presented to the inspection body's representatives for inspection.
- 2.7. In addition, it must be ensured, e.g. by means of reservations in the terms of delivery, that the aforementioned agents can enter supplied dealers' warehouses or, if applicable, construction sites and take samples in the presence of the dealer or, if applicable, the site manager or their representatives. It must be guaranteed that the sample originates from the applicant's production. The applicant shall be given the opportunity to be present at the sampling.
- 2.8. The applicant shall make the products to be tested available free of charge and shall provide appropriate assistance with sampling.
- 2.9. Optionally, in the course of remote audits, remote sampling may be carried out. The relevant provisions and instructions of the inspection body must be complied with.
- 2.10. The samples are clearly and permanently marked. A record shall be made of the sampling.
- 2.11. Unless otherwise agreed or required by the inspection procedure, the test material must arrive at the inspection body within 14 days of sampling.
- 2.12. The manufacturer is obliged to provide the inspection body, upon request, with all physical, chemical and technological characteristics of the products necessary for the inspection.
- 2.13. The samples taken are tested by Holzforschung Austria or the testing agency commissioned by it. They are to correspond to the production standard. Sampling shall cover all of the applicant's goods for sale or stored at the dealer's premises or, where applicable, at the construction site. Defective products (rejects) are excluded from sampling if they are stored separately and clearly labelled.
- 2.14. The inspection body may make use of a recognised or accredited partner institute to carry out the monitoring/audit or parts thereof. The documents required for the activity (test certificates, inspection reports, approvals and the like) are handed over by Holzforschung Austria to the partner institute for whom the same confidentiality provisions apply as for the inspection body.

3. Self-monitoring

- 3.1. Where applicable, the applicant shall ensure the proper manufacturing or provision of the object of inspection through continuous self-monitoring in accordance with the requirement documents specified in the application. If there are no regulations for this, these shall be determined with the inspection body.
- 3.2. The results of the self-monitoring shall be recorded and evaluated. These, as well as other required documentation, shall be presented to the inspection body during the monitoring/audits. The records shall be kept for at least 10 years.

4. Reporting

- 4.1. The result of the inspections is documented in reports. The inspection body shall send the reports to the applicant.

In addition, depending on the subject of the inspection, further bodies may be agreed as addressees of the reports in the individual application.

- 4.2. *Inspections as a basis for certifications, registrations etc.*
If the inspection reports serve as a basis for conformity assessments (certifications, registrations, e.g. ÖNORM registrations, etc.) at other certification or other conformity assessment bodies, the inspection body is obliged to notify these institutions immediately and demonstrably of the results of the inspection as well as of an expiry of the contract.
- 4.3. If defects are found in the object of inspection or its manufacturing or provision during an inspection that could lead to a risk to the safety of persons and property, the inspection body shall immediately inform the applicant, any contractually defined third parties and, if applicable, the competent authorities.

5. Deviations

- 5.1. If deviations from the regulations defined in the application and applicable to the object of inspection are found during an inspection, the inspection body shall request the applicant to remedy the deficiencies within a period defined by the inspection body and, if necessary, repeat the monitoring/audit and/or sampling (substitute sample).
- 5.2. If the deviations are not remedied within the specified period or if the renewed monitoring/audit and/or the testing of the replacement sample shows that the defects have not been remedied, the inspection body is entitled to terminate the contract without notice.
- 5.3. The inspection body is also entitled to terminate the contract without notice if irregularities have repeatedly been found which make the perfect and uniform quality of the object of inspection appear to be no longer guaranteed. This determination shall be demonstrably brought to the attention of the applicant.
- 5.4. Furthermore, the contract may be terminated without notice if the applicant fails to meet the payment obligations set out in point 7.
- 5.5. The inspection body shall immediately inform the agreed institutions (see 4.1) of the cessation of the inspection or the termination without notice, stating the reasons.

6. Confidentiality

- 6.1. The personnel involved in the inspection shall be obliged to maintain confidentiality vis-à-vis third parties. Information on the content of the contract and the findings made during the execution of the contract may only be provided with the consent of the applicant, with the exception of the reporting or duty to provide information stipulated in points 4. and 5.
- 6.2. This does not apply to requests for information from courts or authorities.

7. Invoicing

- 7.1. All costs for the execution of the contract shall be borne by the applicant.

- 7.2. Invoicing is carried out at the respective valid cost rates of the inspection body.
- 7.3. The accrued costs are to be paid net cash upon receipt of the invoice.

8. Publication

- 8.1. The contract may only be used in its entirety and unchanged for advertising purposes.
- 8.2. After approval of the inspection body and, if necessary, of the further contractual partners, the applicant is entitled to refer to the inspection and continuous monitoring in his business documents as well as on the inspection object, packaging, or delivery bills. The text of the notice must refer only to the object of inspection.
- 8.3. The applicant is obliged to remove or make unrecognizable all references of this kind after termination of the contractual relationship.
- 8.4. Reports may only be passed on to third parties in unabridged form. Excerpts may only be published with the written consent of the inspection body.
- 8.5. The applicant agrees to be included, if applicable, in the lists published by the inspection body of those companies that have an active contractual relationship for inspection with Holzforschung Austria.

9. Liability

- 9.1. The inspection body agrees to carry out the inspections to the best of its knowledge in accordance with the respective state of the art, without, however, assuming any liability with regard to the quality of the inspection object vis-à-vis third parties.
- 9.2. The applicant is liable for all damages resulting from his failure to comply with the agreed application and contract documents.

10. Contract duration

- 10.1. The contract comes into force for an indefinite period of time upon the applicant's signature on the application form. (Application date = contract date).
- 10.2. The contract may be terminated by either of the contracting parties without stating reasons with 3 months' notice by registered letter. This shall be without prejudice to termination without notice pursuant to points 5.2, 5.3 and 5.4.
- 10.3. The termination of the contractual relationship will be demonstrably communicated to the agreed institutions.

11. Place of payment and jurisdiction

- 11.1. The place of payment and performance is Vienna. Any disputes arising from this contract shall be subject to the jurisdiction of the competent court in Vienna. Exclusively Austrian law shall be used for deciding on the contractual relationship.
- 11.2. In all other respects, the General Terms and Conditions of Holzforschung Austria, as amended, shall apply.