

UV000-P070-F012 General Testing and Certification Conditions



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1.0 Scope and definitions

1. The General Testing and Certification Conditions (GTCC) of United Verifiers Ltd. (UV), the “Contractor”, apply for all assessments (validation or verification), tests, certifications, inspections and auditing as well as for conformity assessment procedures according to UK Directives and UK Regulations or other rules, regulations and regimes, e.g. LBMA TGAB, LPPM, ISO/IEC 17029, ISO 14065 or ISO 17065, including test programmes created by United Verifiers Ltd. The client shall always fulfil the conditions of this GTCC, including any changes if and when they are communicated by the United Verifiers Ltd.
2. The services of the Contractor relate to products (as well as their manufacturing processes and/or production facilities and sites), services or systems (“objects of certification” or “objects of testing”).
3. Certificates (e.g. CCF of Company ABC in accordance with ISO 14064-1 and -3 etc.) and other certificates of conformity (e.g. DEEDs, statements, declaration, assertion, prediction, opinions, decisions or report), are referred to in the following text as “certificates”. Any attached Annexes or Appendices become an integral part of the certificate.
4. When a certificate is issued, the client (applicant) is also referred to as the “certificate owner”.
5. In so far as reference is made to “tests” or “testing”, these also include inspections, validation and/or verification audits and assurance assessments.
6. In so far as reference is made to “test report” or “test reports”, these also include inspection, audit and assurance assessment, validation, verification and certification report(s).
7. The term “test mark” covers all private marks which are issued by the Contractor following a test (also in the context for conformity assessment or certification). Test or conformity marks required by law or any other permissible seals of quality etc. are not included, unless they are expressly mentioned in the text.
8. The responsible body within the Contractor’s organisation is referred to as the “conformity assessment body”, “CAB” or “the Body” this includes certification body, validation or verification body.
9. With the exception of individual agreements which deviate from these conditions, contracts regarding the Contractor’s services are based solely on the stipulations contained in the following provisions. If use of the General Terms and Conditions of United Verifiers Ltd. is also agreed between the parties, the GTCC takes priority in case of any overlaps, otherwise the GTCC applies in addition to the General Terms and Conditions. Any opposing or deviating conditions of the client are not recognised by the Contractor, unless specifically agreed to in the individual case. The GTCC also applies if the Contractor performs his services whilst knowing of opposing or deviating conditions of the client.
10. In so far as the client is not an end consumer, these GTCC also apply for all aforementioned services of the Contractor which are provided in the future.
11. Each time an order is placed, the client recognises the version of the GTCC which is current at the time of the order as the major component of the contract and as binding. The current valid version of the GTCC can be viewed on the UV webpage <https://united-verifiers.com/> or can also be sent upon request.
12. Changes are made to the GTCC in particular when standards or requirements of accreditors, registry holders, scheme / standard owners and official approval bodies are changed. The changes are communicated to the client as soon as practically possible. The client then has six (6) weeks from the date of notice to object. The CAB provides the right to terminate the contract following an objection.
13. All terms and definitions used shall have the meanings assigned to them in ISO/IEC 17029 (Conformity assessment — General principles and requirements for validation and verification bodies) and ISO/IEC 17000 (Conformity assessment — Vocabulary and general principles), unless otherwise specified herein.

2.0 Conformity assessment

1. A conformity assessment consists of the pre-engagement and planning activities, the assessment, nonconformity management, preparation of the assessment result and issuance of the certificate as specified in the related service description.
2. The Contractor conducts the test, audit, validation, verification, certification or assurance assessment based on the requirements defined in the quality management system of United Verifiers Ltd. The CAB shall issue a certificate based on the decision, if the product, process or service fulfils specified requirements or if the claim of the client is confirmed. When the CAB is not issuing a related certificate, the CAB shall inform the client.
3. Tests are generally carried out at the client’s premises. Other test locations can be agreed with the client, e.g. if the type or construction of the test sample so requires. If employees of the client or third parties commissioned by the client participate in the tests, the client already indemnifies the Contractor against all claims of third parties which are raised against the Contractor, if an employee of the client or of a commissioned third party organisation culpably commits a violation of obligations during the test.
4. The client shall provide all required and related information as well as requested information by the contractor enabling the contractor to conduct a contract review in line with the related standard ISO 17029 and ISO 14065 and / or VERRA VCS, LBMA, ISAE300, LPPM, etc. and environmental claim and to conduct further audit planning and conducting.
5. The client shall specify and indicate the level of assurance for the service requested prior to the start of the assessment, validation or verification / certification. If a change in level of assurance is justified after the start of the service, a new assessment, validation or verification / certification at a different level of assurance is started and the contract may be amended.
6. The client shall grant the responsible employees of the Contractor access to the corresponding locations in his organisation. The client is responsible for ensuring that all test locations are accessible and that the necessary employees from the client’s side are available.
7. The client shall provide the information and documents necessary for performance of the testing and conformity assessment to the Contractor. The documents shall be provided in the English language (further languages by agreement).
8. Following conclusion of testing / conformity assessment, the client will receive the results in writing, e.g. in the form of a Test Report. If the results are positive, the client will also receive a test certificate or a certificate of conformity.
9. The client shall grant access to his premises for employees of official authorising bodies responsible for the relevant area and/or to employees of the accreditation body within the framework of auditing and surveillance of the CAB.
10. If issuance of the certificate is refused, the certification body shall not be liable or responsible for any disadvantages which thereby accrue to the client.

11. In the case that documents (e.g. test / audit/ assurance assessment reports, Certificates) are issued in paper format alongside a digital version, the paper format is the legally binding document.

3.0 Validation and verification statements and use of marks

1. The conditions as indicated in the latest version of ISO 14065 Annex B apply.
2. The Client shall make no reference to validation or verification, and shall not use any Mark, except in accordance with these terms, the applicable programme rules, the final Opinion and any written instructions issued by the Body.
3. The Client is responsible for ensuring that every public or private communication is accurate, not misleading, and limited to the exact subject matter, period, boundary, criteria, level of assurance and conclusion covered by the engagement.
4. The Body may establish, revise and enforce rules governing references and Marks. The Client shall implement revised rules within the transition period notified by the Body.
5. Short-form and long-form references: A short-form reference may be used only where the corresponding long-form reference is:
 - included in close proximity in the same medium; or
 - clearly referenced in close proximity by a direct and accessible link or location in another medium.
6. A reference shall not omit information where the omission could change or exaggerate the meaning of the Opinion.
7. Permitted references for historical information: Subject to the exact wording of the issued Opinion, the following model language may be used. Bracketed fields must be completed consistently with the Opinion.

Subject matter	Outcome	Permitted short form	Required long form
Historical data / information	Reasonable assurance	"Verified at the reasonable level of assurance"	"In its opinion dated [date], [Body] concluded with reasonable assurance that the data and information in the statement were fairly stated."
Historical data / information	Limited assurance	"Verified at the limited level of assurance"	"In its opinion dated [date], [Body] found no evidence indicating that the data and information in the statement were not fairly stated."

8. Permitted references for projected or forecast information: Where the subject matter is projected or forecast information and the Body has issued a validation Opinion, the Client may use the short form "Validated" only together with a long-form reference substantially in the following format:

"In its opinion dated [date], [Body] stated that it had not found evidence indicating that the assumptions, methods and limitations described in the statement did not provide a reasonable basis for the projections or forecasts."

9. The wording shall be modified where necessary to match the actual Opinion and applicable programme terminology. The Client shall not describe forecast information as verified historical performance.

10. Product statements based on life cycle assessment

a) Separate wording applies where the engagement combines verification of certain information with AUP testing of other information.

b) For functional or declared units under a mixed engagement, the short form "Confirmed" may be used only with the following or equivalent long form, aligned to the issued reports: "The upstream and core data and information in the statement were verified, and the downstream data and information were tested by agreed-upon procedures by [Body], which did not find evidence indicating that the statement was not fairly stated. The verification opinion and report of factual findings were issued on [date]."

c) The Client shall not present AUP factual findings as an assurance conclusion, verification opinion or validation opinion.

11. Use of the Body's Marks

a) A Mark may be used only after the Body has granted written permission and only for the duration, media, subject matter and purpose specified in that permission.

b) A Mark shall be positioned and accompanied by wording that makes clear exactly which statement or information was validated or verified.

c) A Mark shall not be placed on, or used in connection with, environmental information that contains unvalidated or unverified information in a way that could imply the whole document, product, organisation, strategy, target or performance claim was validated or verified.

d) The Client shall not alter the Mark, combine it with another mark, register it, use it as part of a trade name or domain name, or use it in a manner that could damage the Body's reputation.

12. Examples of acceptable and unacceptable use

Acceptable	Unacceptable
[Body Mark] "Our greenhouse gas inventory data and information were verified by [Body]." "In its opinion dated [date], [Body] concluded [with reasonable assurance / at the stated level] that the data and information in the statement were fairly stated."	[Body Mark] "Our greenhouse gas inventory demonstrates that we achieved our sustainability goals and are aligned with the objectives of the Paris Agreement." This is unacceptable unless those broader claims were themselves within the validated or verified scope.

13. Prohibited claims and conduct

- a) claiming or implying that the Body has certified, endorsed or approved the Client, its management system, product, service, strategy, target or overall environmental performance, unless expressly covered by a separate valid scheme;
 - b) using “verified”, “validated”, “third-party verified”, “independently verified”, “assured”, “confirmed” or similar language beyond the exact scope and conclusion of the Opinion;
 - c) using an Opinion or Mark after expiry, suspension, withdrawal, cancellation or material change to the underlying statement;
 - d) using partial extracts, graphics or quotations from an Opinion in a misleading manner;
 - e) making comparative, legal-compliance or Paris-alignment claims on the basis of validation or verification unless those claims were expressly included in the subject matter and supported by the Opinion.
14. Review and approval of proposed references: The Body may require the Client to submit proposed packaging, reports, websites, press releases, social media content, presentations or other communications for review before publication. Review by the Body does not transfer responsibility for legal compliance or accuracy from the Client.
15. Monitoring, correction and withdrawal
- a) The Client shall monitor its use of references and Marks and shall promptly correct any nonconforming use.
 - b) On request, the Client shall provide copies, screenshots, URLs, distribution details and other evidence of use.
 - c) The Body may require correction, removal, public clarification or other remedial action. The Client shall comply within the period specified by the Body.
 - d) Where misuse is material, repeated or not corrected, the Body may suspend or withdraw permission to use the Mark, suspend or withdraw the Opinion where permitted, terminate the agreement, and notify relevant programme owners, accreditation bodies, regulators or affected parties.
16. Changes affecting a reference: The Client shall notify the Body without undue delay of any material change to the statement, data, methods, organisational boundary, reporting period, product system, assumptions, intended use, public claims or other circumstances that may affect the validity or interpretation of a reference. The Body may require revalidation, reverification, additional work or withdrawal of the reference.
17. Records: The Client shall retain approved wording, evidence of publication, permissions and related correspondence for at least [X] years or the longer period required by the applicable programme or law.
18. Intellectual property: All rights in the Body’s name and Marks remain with the Body. No ownership is transferred. Any permission is limited, revocable, non-exclusive, non-transferable and subject to these terms.
19. Liability and indemnity: To the extent permitted by applicable law, the Client is responsible for claims, losses, costs or reputational harm arising from its misleading or unauthorised references or use of Marks. Any indemnity, limitation of liability or insurance provisions should be completed in the main service agreement or in a jurisdiction-specific schedule.
20. Order of precedence: If there is a conflict, the following order applies unless expressly agreed otherwise: (1) applicable law; (2) accreditation or programme rules; (3) the issued Opinion and engagement-specific instructions; (4) the main service agreement; and (5) these terms.
21. Acceptance: By using any reference to validation or verification, or any Mark, the Client confirms that it has read, understood and accepted these terms.

4.0 Certificates

In so far as a certificate is issued to the client, the following special conditions of use additionally apply:

1. Issue and surveillance
 - a) The certificate can include prerequisites for validity, in particular conditions that must be fulfilled by the client.
 - b) The certificate is issued in English language. Translations and issuance in further languages can be provided on client request for additional costs. In case of doubt, the English version prevails.
 - c) The certificate (including all duplicates) remains the property of the Contractor and is non-transferable.
 - d) Permission to use a certificate only applies for the natural or legal person or entity and for the objects of certification which are expressly listed in the certificate. The certificate is only valid for the material, factual and geographical area of application named in the certificate. The certificate is only valid for the complete object of certification.
 - e) The CAB can subject objects of certification to surveillance in so far as demanded by the approval, notification, EU directives or other rules and regulations which form the basis of the certification, or in so far as deemed necessary by the CAB as in duty bound and at the CAB’s discretion, in order to establish that the prerequisites for holding the certificate are met. Audits/visits can be carried out by the CAB at any time without prior announcement for this purpose.
2. Obligations of the certificate owner
 - a) The certificate owner may not use the certificate for advertising purposes in any way which brings the CAB into disrepute or is misleading. The Contractor is not liable either to the client or to third parties for incorrect or misleading use of a certificate or for an erroneous certificate which is based on incorrect, misleading or incomplete information from the client.
 - b) In so far as the conformity assessment procedure or other rules and regulations on which the certificate is based require, the owner of the certificate is, during the term of validity of the issued certificate, obliged to undertake the following:
 - Continuous monitoring of the certified product(s), system or supply chain, in order to ensure that the product(s), system or supply chain correspond to the type / test samples and the applicable rules and regulations;
 - In so far as legally required, to affix the Identification Number of the CAB (here: notified body);
 - To maintain and comply with the certified quality assurance system, claims management system or supply chain management system;
 - To inform the CAB in good time of intended changes to the certified type sample, process or quality assurance system. The CAB then reviews the intended changes at the expense of the client and decides if re-testing is necessary. The continuation of the certificate then depends on the result of this re-testing;
 - To inform the CAB in good time of any change of location;
 - To inform the CAB of nonconformities in objects of certification which lie within the scope of the certificate immediately in text form;
 - If defects are discovered in objects of certification following certification, to take corrective actions without delay or to carry out product recalls. The CAB must be informed immediately in such an event;

- To document complaints or requests for information from official bodies with reference to and within the scope of the certificates and to inform the CAB -upon request and on presentation of the documentation.
3. Expiry, Restriction, Suspension or Withdrawal
- a) A certificate expires automatically if:
- The period of validity stated in the certificate has expired and is not extended by the CAB upon request of the certificate owner;
 - The certificate owner does not immediately notify the certification body of any changes in the circumstances of its verified entity (company, product, service, etc.) relevant for verification or signs of such changes;
 - The follow-up tests no longer justify the maintenance of the certificate,
 - The certificate owner renounces the certificate and communicates this to the CAB in text form;
 - Follow-up inspections cannot be carried out within the specified deadlines for reasons for which the Client is responsible;
 - Measures to remedy non-conformities have not been implemented within the specified deadlines or are insufficient as a result;
 - Disputes concerning competition law or intellectual property rights concerning the test mark arise;
 - The certificate is used in such a way as to infringe the provisions of chapter 3 point 1. and 2. and chapter 4;
 - The certificate owner does not or no longer recognises the GTCC or objects to reasonable changes to the GTCC as described in Clause 1.11;
 - The certificate owner finally ceases his business operations without a legal successor;
 - The certificate owner has to remove the object of certification from the market;
 - The accreditation or notification or authority or appointment of the CAB ends; the certificate owner will be informed accordingly. This does not apply in the case of completed individual appraisals.
- b) Within the specified legal framework, a certificate can be restricted, suspended or withdrawn by the CAB at its discretion, without prior notice or with setting of an appropriate deadline, in particular if the following arise:
- The legal requirements, the requirements of the accreditor, registry holder, scheme / standard owner or the generally accepted state of technology which form the basis of the certificate change. The validity of the certificate is extended, if, based on a re-test at the expense of the client or certificate owner it is established within a set period defined by the certification body that the objects of certification also comply with the new rules;
 - If the CAB has established that the object of certification no longer fulfils the certification requirements and the certificate owner does not implement appropriate corrective actions following a corresponding request;
 - The certificate owner violates this GTCC either based on gross negligence or with wilful intent, in so far as the violation is of a serious nature;
 - The certificate owner provides incorrect information to the CAB or fails to reveal important facts which are of relevance to grant of the certificate;
 - The report upon which the certificate is based (test / inspection report, audit / assurance assessment / validation / verification report or similar) is no longer suitable to form a basis for certification;
 - The object of certification constitutes a risk or a hazard for final users or third parties;
 - The requisite authority or accreditation for performance of the certification was not present;
 - The responsible authority or accreditation body or registry holder or scheme / standard owner orders the suspension, restriction or withdrawal of the certificate;
 - The necessary monitoring or surveillance cannot be carried out due to reasons for which the certificate owner is responsible or cannot be carried out within the specified period of time;
 - Evidence of proper and compliant performance of tests by the certificate owner cannot be produced, despite written request;
 - Following reminder, the fees for certification are not paid within the period set by the Contractor. If the fees do not relate to a specific certificate, the CAB decides upon the certificate to which the action should be applied; the certificate can be withdrawn even in the case of partial non-payment;
 - Misleading or otherwise impermissible advertising with the certificate, the mark or the test report is carried out or permitted by the certificate owner, or the CAB is brought into disrepute;
 - Certificates or copies of certificates have been changed and therefore falsified by the certificate owner;
 - It is established after the event (during or following the certification process) that the tested object of certification is a non-genuine article or a counterfeit;
 - Based on lack of assets (in particular cessation of payment or application to open insolvency proceedings), the certificate owner is no longer in a position to fulfil his obligations arising from the GTCC.
- c) Before suspension, restriction or withdrawal of the certificate, the CAB shall provide the certificate owner with the opportunity to offer a response/make a corresponding statement and to reinstate conformity by means of suitable corrective actions within a suitable set period of at least four (4) weeks.
- d) Following expiry, restriction, suspension or withdrawal of a certificate, the original of the certificate shall be immediately returned to the CAB without delay. Any digital versions of the certificate shall be deleted. In the case of restriction, the CAB shall issue a new certificate with limited content and/or in accordance with the restriction. In the case of suspension, the certificate remains with the CAB until the CAB ends the suspension.
- e) Following expiry, restriction, suspension or withdrawal of the certificate, the certificate owner automatically loses the right of use and to continue to affix the marks, labels etc. related to the certificate to the products or services listed in the certificate. The client also loses the right to continue to put products or services with the marks or labels into circulation. In the case of certification of procedures, the certificate owner loses the right to make use of or employ the processes or procedures on the basis of the certificates issued by the CAB. As from this date, the client is no longer permitted to mention the certification for advertising purposes. The certificate owner shall remove the mark from all affected products, services and shall allow the CAB to undertake a corresponding re-test. In the cases mentioned in 3.2 a) and e) the certificate owner shall recall products that have been put into circulation.
- f) In the case of expiry or justified restriction, suspension or withdrawal of the certificate, the CAB shall not be liable for any disadvantage that shall be suffered by the applicant as a result.
4. Publication of certificates and test / assurance assessment / validation / verification reports

- a) The client is only permitted to make use of the certificates or test / assurance assessment / validation / verification reports in the course of business in accordance with the stipulations of the GTCC and only in their complete form, with no missing text, quoting the date of issue. Publication of excerpts from or copying of the certificates requires the prior written agreement of the Contractor.
- b) The Contractor retains the right to publish the name of the client and the objects of certification, for example in the form of reference lists. The Contractor also retains the right to publish the certificate itself. It is not necessary to seek special permission of the certificate owner for this purpose.
5. Should the certification body be held liable in accordance with the principles of product liability due to the use of the test mark and/or certificate by the client in breach of contract, the client is obliged to indemnify the certification body against all claims by third parties. The same applies to cases in which the certification body is claimed by third parties through advertising statements or other conduct of the client.

5.0 Test marks

In so far as the client is to be granted the right to make use of a test mark, the following special conditions of use shall apply:

1. The specific test mark to be used in the particular case is dependent on the corresponding certificate issued. The prerequisites for use of the certificate therefore apply correspondingly to the use of the test mark. Restrictions as regards use of the test mark can also be laid down in the certificate.
2. Permission to make use of the test mark is granted to the client with transfer of an unrestricted and valid certificate after the testing of the object of certification has been carried out with positive results and evidence of testing or a test report was issued.
3. Permission for use of the test mark applies exclusively to the tested object of certification of the client and for the term of validity of the certificate. Use of the certificate for comparable or changed objects of certification is not permitted.
4. The test mark may only be used by the client himself and only in direct association with the objects of testing, company name or company logo, product, service, system or the mark of the client. The client is not permitted to transfer the right to use the test mark to third parties or to legal successors without the express written permission of the Contractor. The test mark may be affixed to the objects of certification and used for advertising purposes. Hereby it must be ensured that the name of the Contractor is not used for advertising purposes in such a way that he could be regarded as the manufacturer of these objects of certification.
5. The test mark may only be used in the form /design provided by the Contractor / CAB. The test mark must be easy to read and clearly visible. The client is not authorised to change or make changes to the test mark.
6. Each use of the test mark for advertising purposes shall be designed in such a way that no false impression can arise regarding the tests carried out on the object of certification being advertised. This includes, but not limited to, the following considerations:
 - It shall not appear as a result of the statements made in the advertising that the product is a remedy to which a curative or preventive effect can or could be attributed,
 - The statements in the advertising which relate to the tests performed by the Contractor or to the test mark shall be spatially separated from other statements of the advertiser and
 - The text of the test mark shall not be re-stated or described/paraphrased by the advertiser with his own words or statements.
7. The client shall ensure that, within the framework of competition, the impression does not arise that the tests performed by the Contractor are official tests. Rather, the client is obliged at all times, by means of explanation and also by the appearance of his advertising etc. to ensure that within the free competitive environment it is made clear that the tests of the object of certification are voluntary tests based on a contract under private law.
8. The client shall vouch for the fact that the test mark is only used within the competitive environment in such a way that a statement corresponding to the test is made regarding the object of certification. The way in which the object of certification is to be marked with the test mark and the identification number are to be used on the certified objects and any further use of the test mark shall be presented to and approved by the CAB before the objects are put into circulation / used.
9. The client shall receive from the Contractor the non-transferable and non-exclusive right, limited to the term of the contract, to make use of the agreed test mark in accordance with the stipulations of this contract and this GTCC. The client is not entitled to issue sublicences.
10. The Contractor does not guarantee that the test mark can be used within the competitive environment in an unlimited fashion. If the client makes use of the test mark for advertising purposes, the client alone is responsible for ensuring that the use of the test mark agrees with the respective valid legal provisions that apply to advertising.
11. The Contractor shall monitor proper use of the test mark, and the client shall support the Contractor in this in particular by facilitating unannounced audits or audits at short notice.
12. The Contractor has the right to terminate the right to use the test mark with immediate effect and to withdraw the test mark or declare it to be invalid with immediate effect when the certificate expires or is withdrawn as described in Clause 3 of this GTCC. In case of suspension or restriction of the certificate, the rights of use for the test mark can also be suspended or restricted.
13. With the ending of the rights of use, the client loses the right to affix the mark to the tested object of certification or to use the test mark in any other way for advertising purposes.
14. If or when the rights of use come to an end, the client has the duty to return the test mark to the Contractor without delay.

6.0 Duties of reporting

1. Within the framework of its legal obligations, the CAB is authorised and entitled, upon the request of the official authorities, to provide any information required by these authorities and to provide further support. The CAB is entitled to present the documents upon which the conformity assessment is based to the authorities upon request.
2. The CAB shall inform the authorising body of any refusal, restriction, suspension or withdrawal of a certificate and of every request for information regarding conformity assessment activities which it has received from the market surveillance authorities, in so far as this is required by law, as well as, upon request, of which conformity assessment activities it has carried out within the scope of its notification and which other activities, including cross-border activities and placement of work with subcontractors, it has carried out.

3. The CAB shall communicate to the other notified bodies which are notified under the respective statutory harmonisation provisions of the European Union and which are engaged in similar activities, and test objects of certification of a similar kind, relevant information regarding negative, and upon request also regarding positive results of conformity assessments.
4. The CAB shall also inform the relevant authorities of any misuse of certificates which has become known to it. This does not require the separate or specific permission of the certificate owner. The certificate owner for his part has the duty to inform the CAB immediately of any misuse of the certificate issued to him by the CAB, as soon as certificate owner becomes aware of the misuse.
5. The CAB may keep and publish a list of the validation/verification activities it provides including reference to applicable programmes and upon request provide information about its activities and the sectors in which it operates.

7.0 Confidentiality

The Contractor undertakes to keep confidential all information regarding the client's company to which he is granted access and shall use this information solely for the agreed purpose. Company documents and information shall not be transferred to third parties without the prior written permission of the client. This shall not apply in so far as information is transferred based on legal requirements or the requirements of official authorities, appointment entities, registry holders, scheme / standard owners. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the Validation/Verification Body and also detailed reporting and rendering of information to the arbitration body in cases of conflict, are excluded from this obligation of confidentiality.

Data from measurements or other plant- or product-related data from tests may be used in anonymised form for analysis and statistical purposes and may be used for commercial purposes.

8.0 Retention obligations

Following expiry of an

Any further legal obligations upon the client above and beyond the above to retain documents shall remain unaffected. Upon request of the Contractor, the client shall place these documents or this information at the disposal of the Contractor, also following completion of the test and/or certification order.

9.0 Violations of the GTCC

1. Upon establishment of grossly negligent or intentional violations of the GTCC, particularly in the case of illegal use of a certificate, test mark or test report, the Contractor is entitled to claim contractual damages of 5 % (five percentage) of the contractual sum, at the least however 1,000 GBP (one thousand GBP), for each violation. The amount of the contractual penalty can be reviewed before the courts with regard to its appropriateness. Costs which accrue to the Contractor from authorising bodies (e.g. official authorities, accreditation body) as a result of the aforementioned infringement of the client against the GTCC or which arise directly shall be borne by the client.
2. In addition, the Contractor retains the right to demand compensation for damages or expenditure which accrue to him as a result of a culpable violation of the GTCC.

10.0 Objections and complaints

The client can object to test and certification decisions and can issue a complaint with regard to the performance of procedures. The objection/complaint shall be communicated to the CAB in writing. The CAB shall record complaints and objections of the client with regard to the validation/verification procedure in writing, check the facts of the case and investigate the complaints/objections and justify its decision to the company making the objection/complaint. Besides, the procedures as per related Complaints, Appeals and Disputes Procedure publicly available at the UV webpage: [complaints | United Verifiers](#), apply.

11.0 Involvement of third parties

The client, in line with the applicable scheme, standard, registry or legal requirements, declares unlimited access within the scope of their work of personnel of the related third party personnel assessing the performance of the Contractor. This involves personnel from a national accreditation body or other accreditation bodies, scheme, standard or registry owners.

12.0 Exclusivity of application

With conclusion of the contract, the client declares that the same application for conformity assessment has not been made to any other notified body.

The client shall inform the Contractor if the object of certification has already been the object of a comparable order for testing from another organisation. The result of the testing shall be communicated to the Contractor.

In case of violation of the aforementioned contractual obligations, the Contractor is entitled to terminate the contract without notice.