

Revision 00	Effective as of 2009/03/18	Testing and Certification Regulations For an SA8000 Applicant Status Certification	 South Asia
Doc No. TSSA_CCU_43 a	Page 1 of 5		

1. General Terms and Conditions

- 1.1. These Testing and Certification Regulations apply to auditing and certification by TÜV SÜD South Asia Pvt. Ltd. (hereinafter referred to as TÜV SÜD). TÜV SÜD also offers its clients services, for example: supplying information about the certification procedure, pointing out improvement potential without suggesting specific solutions etc. Consultancy on management-system establishment is not provided. When a desired scope of certification/ registration is related to a specific programme, any necessary explanation will be provided to the applicant. If requested, additional application information will be provided to the applicant.
- 1.2. With receipt of the first certificate or confirmation of verification, clients automatically become partners within the TÜV SÜD certification system and remain so, at a minimum, for as long as this certificate / confirmation is valid. Certificates only become valid furthermore after all TÜV SÜD requirements associated with system auditing and certification have been satisfied.
- 1.3. With each order, the client accepts the current version of the General Terms and Conditions of Business, the Price List/Offer and these Testing and Certification Regulations. Already existing contractual relationships are governed by the currently valid versions of these documents. Prior to placing an order, the client shall inform TÜV SÜD if the planned audit or certification has previously been the subject matter of a comparable contract concluded with another organization.
- 1.4. The certification body evaluates the documents submitted by the auditors. It decides whether a certificate will be issued and handles disputes concerning the certification process. A complaints and appeals procedure has been established.
- 1.5. The audit is based on sampling at each site and the outcome of the audit is based on the quality of the samples selected. The audit does not absolve each site from ensuring that systems are followed in totality. The outcome of the audit is also not an indication that the quality of the work at each site and also all requirements at that site are followed in totality.
- 1.6 The Certification Body in all regulation applicable to specific Standard inform the customer about the certification process; validity of certificate; use of Logos etc. Any deviation from those rules will interrupt the validity of certificate issued

2. Expiry or withdrawal of certification

- 2.1. A certificate expires, if:
 - 2.1.1. The indicated period of validity has expired;
 - 2.1.2. Certificate holders terminate the certificate or their membership in the certification system in writing, observing a three-month period of notice prior to the next surveillance audit;
 - 2.1.3. Certificate holders object in writing to amendments of the General Terms and Conditions of Business, these Testing and Certification Regulations or the Price List (only applicable to price increases > 5 %) within 6 weeks after such amendments have come into effect or within 6 weeks after the certificate holder has been in a position to become cognizant thereof;
 - 2.1.4. Proceedings based on the Insolvency Ordinance are opened with regard to the assets of the certificate holder or if a petition to open such proceedings is rejected for lack of assets;
 - 2.1.5. Certificate holders discontinue their business operations;

Revision 00	Effective as of 2009/03/18	Testing and Certification Regulations For an SA8000 Applicant Status Certification	 South Asia
Doc No. TSSA_CCU_43 a	Page 2 of 5		

2.1.6. The underlying (main) certificate becomes invalid (in cases involving matrix certifications).

2.2. The certification body may withdraw a certificate without notice or declare it invalid, especially if

2.2.1. Misleading or otherwise unauthorized advertising, particularly in connection with the certification mark or the certificate is used, or the certification mark or certificate is misused; For Example:

A. Use on product, Test certificate, Calibration certificate, Lab test result.

B. Make advertisements which give an Idea of product certification

C. Advertise beyond the scope of the certificate

2.2.3. Non-conformances are detected in the system and the deadlines (30 days from date of audit) for elimination of these non-conformances by means of corrective action are not observed, or key prerequisites of the certified system are no (longer) ensured;

2.2.4. The certificate holder fails to pay outstanding invoices to TÜV SÜD, despite receiving reminders to this effect. In the event of partial non-payment, too, all certificates may be withdrawn;

2.2.5. The certificate holder files a petition for the initiation of proceedings based on the Insolvency Ordinance or third parties initiate compulsory execution measures related to the certificate holder's rights arising out of the certification. The certificate holder shall notify TÜV SÜD immediately of such measures;

2.2.6. The certificate holder violates these Testing and Certification Regulations, unless such violation is only slightly negligent or is almost negligible in degree. Upon withdrawal Company shall not use the Certificate

2.3. Apart from cases of wilful intent and gross negligence, TÜV SÜD shall not be liable for any disadvantages incurred by the client in connection with the non-issue, withdrawal, expiry of a certificate.

3. Document retention

Audit reports shall be retained for a period of three years. Any statutory provisions exceeding this period shall remain unaffected thereby.

4. Violation of the Testing and Certification Regulations

TÜV SÜD shall be entitled to claim payment of a contractual penalty in the case of culpable violation of these Testing and Certification Regulations by the certificate holder. This shall also apply, in particular, in cases involving misuse of a certificate or a certification mark.

The certificate holder shall be liable for costs charged to TÜV SÜD by an accreditation body or costs directly incurred by the certification body, if and in as far as, the activities giving rise thereto resulted from a culpable violation on the part of the certificate holder, in particular violation of these Testing and Certification Regulations. This also applies, in particular, if TÜV SÜD acted at the instigation of an accreditation body or on the basis of other instructions and if such initiation proves justified.

5. Coming into effect of these Testing and Certification Regulations

These Testing and Certification Regulations have become effective on 18th Feb. 2009 and shall remain valid until new Testing and Certification Regulations are issued.

Revision 00	Effective as of 2009/03/18	Testing and Certification Regulations For an SA8000 Applicant Status Certification	 South Asia
Doc No. TSSA_CCU_43 a	Page 3 of 5		

6. Special Terms and Conditions for Auditing, Verification and Certification for SA8000 Applicant Status

6.1 Applicant status:

6.1.1 Organizations wishing to obtain SA 8000 Applicant Status certification from TÜV SÜD must provide it with their main organization/production data and site location by filling in all parts of the "Audit application (TSSA_CCU_74 b Audit Application - SA 8000)" form and sending it to TÜV SÜD which will use it to prepare a quotation.

6.1.2 In particular, the organization must inform TÜV SÜD of:

- Any elements of the reference specification that, in its opinion, require interpretation or adaptation, clearly stating the relative reasons;
- Information concerning all the processes outsourced by the organization that may affect conformity with requirements;
- The number of permanent and temporary sites involved in certification and the relative activities carried out there.

6.1.3 This information is required in order to verify the application of the requirements of the specification beforehand and to draw up a suitable offer.

6.1.4 If organizations accept TÜV SÜD's quotation, they must make their SA 8000 Applicant Status certification application official by sending TÜV SÜD the Certification data sheet hereto and the following documents, signed by the legal representative:

- i. Copy of the Chamber of Commerce registration certificate/ Certificate of Incorporation or an equivalent document, certifying the existence of the organization and describing the activity it performs;
- ii. Organization chart;
- iii. Self assessment questionnaire (TSSA_CCU_74c Applicant status self assessment) on the organization's Management system
- iv. SA 8000:2008 specification implementation plan (if applicable in transition period);
- v. A written commitment, drawn up on letter head (Specifying the stages of implementation like Documentation, Readiness)
 - a. To observe the regulations contained in the Applicant Status certification scheme and in the document "Standard Terms and Conditions and Testing & Certification Regulation (TSSA_CCU_43a)" by TÜV SÜD,
 - b. To incorporate the SA 8000 specification into its policy, to implement it and be subjected, within one year from signing this request, to a certification audit;
 - c. To observe all national and local regulations relative to the contents of the SA 8000 specification;
 - d. To pay TÜV SÜD the fees relative to SA 8000 Applicant Status certification activities and reimburse the expenses incurred for that purpose, even if the certification procedure does not end with the issue of the relative Certificate;
- vi. Payment of the above as established in the economic offer sent by TÜV SÜD.

Revision 00	Effective as of 2009/03/18	Testing and Certification Regulations For an SA8000 Applicant Status Certification	 South Asia
Doc No. TSSA_CCU_43 a	Page 4 of 5		

- 6.1.5. On receipt of the SA 8000 Applicant Status certification request and of the relative attachments, TÜV SÜD sends the organization written confirmation of acceptance.
- 6.1.6 The organization's request, which makes specific mention of these rules, and its acceptance by TÜV SÜD, contractually formalizes the relationship between TÜV SÜD and the organization, and the applicability of these rules.
- 6.1.7. TÜV SÜD examines the documentation sent by the organization and decides whether to accept or reject SA 8000 Applicant Status recognition.
- 6.1.8. TÜV SÜD, in agreement with the organization, may perform an audit to verify general compliance with the declarations made by the organization.
- 6.1.9 If the SA 8000 Applicant Status recognition application is accepted, directly or after modifications, TÜV SÜD issues an SA 8000 Applicant Certificate indicating the activities of the Organization and informs SAAS accordingly.
- 6.1.10. This certificate is valid for one year from the date of application for certification.
- 6.1.11. If the SA 8000 Applicant Status application is rejected, the organization may reapply at any time. Additional fees shall apply in such cases.
- 6.1.12. Organizations receiving an SA 8000 Applicant Certificate from TÜV SÜD may publicly qualify itself as "an SA 8000 Applicant" and may display its certificate as indicated in these Rules.
- 6.1.13. An "SA 8000 Applicant" organization that does not undergo a certification audit within a year may apply for SA 8000 Applicant Status renewal not more than two times. An organization may remain an SA 8000 Applicant for no more than three consecutive years. The SA 8000 Applicant Certificate must specify if it is a second or third year renewal. The organization will only be listed for one year on the SAAS website as an "SA 8000 Applicant".
- 6.1.14. TÜV SÜD applies the contents of these Rules and of the TÜV SÜD document "Standard Terms and Conditions and Testing & Certification Regulation (TSSA_CCU_43a)" to the SA 8000 Applicant Status certification.
- 6.1.15. TÜV SÜD South Asia shall maintain and monitor the database of the applications received & certificate issued for 3 years at the Central Certification unit.
- 6.1.16. The Central Certification Unit shall intimate to all branches on validity, certificate status as per the rules stated.

6.2. Regulation for use of Applicant Certificate :

- 6.2.1. Applicant status does not provide the certification mark (logo), but is only limited to issuing of the certificate.
- 6.2.2. Applicant status is not equivalent to certification of SA8000 and it has not to be used by the Organization with this function.
- 6.2.3. The violation of these rules, could involve the withdrawal of certificate from TÜV SÜD.

7. Information Disclosure:

- 7.1. Upon request from any interested party TUV SUD South Asia shall provide the information about the current status of the client after carrying out a suitable verification of the intent. The same shall be

Revision 00	Effective as of 2009/03/18	Testing and Certification Regulations For an SA8000 Applicant Status Certification	 South Asia
Doc No. TSSA_CCU_43 a	Page 5 of 5		

communicated to the client in advance. All other information, except for information that is made publicly available by the client, shall be considered confidential.

7.2. The clients shall be intimated before hand through an email/ letter by the central certification unit if any confidential information is to be divulged with any external party.

8 The clients updated status will be made available on the our website www.tuv-sud.in

9 Liability

Except in cases of intention and gross negligence, bodily injury or liability in accordance with product liability law, any other claims asserted on the part of the customer for direct and indirect damages – for whatever legal reason whatsoever – in particular, claims for payment of damages because of violation of duty or unlawful acts and compensation for damage which has not occurred on the subject of the order itself shall be excluded. This shall also apply to the personal liability of TUV staff, their executing aides and, in particular, experts.