

General Terms and Conditions of Validation/Verification Service



1. General Information and Definitions

In the event that an order for any services is placed, the client shall accept the General Terms and Conditions. The General Terms and Conditions shall be applicable to all orders, resulting contracts and other arrangements, including all offers made or services provided by the TÜV SÜD Certification and Testing (China) Co., Ltd. (hereinafter referred to as TÜV SÜD (China)) or any of its fellow subsidiaries.

2. Obligations

The Client shall follow the requirement of TÜV SÜD (China) validation and verification programme and relevant operation rules. It shall not exclusive of new validation and verification requirements or new accreditation rules published by the accreditation body, the validation and verification programme and operation rules may need to be adjusted accordingly.

The client shall comply with all necessary arrangements made by TÜV SÜD (China) for the execution of validation and verification, including document review and on-site execution to all relevant processes, areas, records and personnel.

Where applicable, the client shall make provisions to accommodate observers.

TÜV SÜD (China) shall have rules governing any reference to validation/verification or use of its labels that it authorizes its clients to use. These rules shall ensure, among other things, traceability back to the body and to the validation and verification statement issued.

This reference or labels shall be used only in relation to the claim which has been validated/verified and shall not be misleading with regards to product certification.

The client shall not use the environmental information claim, statement, report, marks, logos or labels in a manner that could mislead intended users or impair the reputation of TÜV SÜD (China) . Marks, logos and labels may include symbols of the TÜV SÜD (China) or those associated with a programme.

TÜV SÜD (China) shall establish rules applying to references to data and information in an environmental information claim that were validated or verified.

The client shall ensure that any statements or reports of factual findings made public by the client are communicated in their entirety.

The client shall ensure that all required supporting documents, information and instructions as submitted are accurate, truthful and complete.

The client shall reached a consensus with TÜV SÜD (China) at least with the following:

- a) an applicable programme exists or a programme is to be established;
- b) the claim is understood (e.g. context, content and complexity);

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- c) the objectives and scope of the validation and verification have been agreed with the client;
- d) the specified requirements against which the claim will be validated/verified have been identified and are suitable;
- e) where applicable, the materiality and level of assurance have been agreed;
- f) the process for validation and verification activities can be achieved (e.g. evidence gathering activities, evaluation of gathered evidences);
- g) the validation and verification duration can be estimated;
- h) TÜV SÜD (China) has identified and has access to the resources and competences that are required to undertake the validation and verification;
- i) the time frame for the planned validation and verification can be proposed;
- j) the client shall communicate with TÜV SÜD (China) regarding any facts that may affect the validity of the statement.

3. Confidentiality

TÜV SÜD (China) shall be responsible, through legally enforceable agreements, for the management of all new information obtained or created during the performance of validation/verification activities.

Except for information that the client makes publicly available, or when agreed between TÜV SÜD (China) and client, all other information is considered proprietary information and shall be regarded as confidential.

When TÜV SÜD (China) is required by law or authorized by contractual arrangements to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information released.

Information about the client obtained from sources other than the client (e.g. complainant, regulatory authority) shall be confidential. The provider (source) of this information shall be confidential and shall not be shared with client, unless agreed by the source.

4. Others

The general terms and conditions of validation and verification service is accessory of the contract signed between TÜV SÜD (China) and client, is an indiscrptible part of contract, and it have the same force ad effect as contract.

TÜV SÜD (China) shall inform the client, in advance, of the information it intends to place in the public domain (e.g. [validation/verification | TÜV SÜD \(tuvsud.cn\)](https://www.tuvsud.cn/)).