

GENERAL TERMS AND CONDITIONS OF CERTIFICATION

1. General

- 1.1. The services of the Certification Division of AS Metrosert covered by the General Terms and Conditions are:
 - 1.1.1. certification and supervision of management systems;
 - 1.1.2. one-off assessments of management systems;
 - 1.1.3. verification of environmental management systems and validation of the environmental reports under the EMAS Regulation;
 - 1.1.4. certification and supervision of products, services and processes.
- 1.2. When providing the services, AS Metrosert proceeds from the legislation of the Republic of Estonia, accreditation requirements and certification procedures.
- 1.3. The terms and conditions of the contract entered into between Metrosert and the Client for the provision of the service specified in clause 1.1. prevail over the general terms and conditions.

2. Performance of Work

- 2.1. AS Metrosert conducts audits according to the terms and conditions set out in the certification quote and the contract. The Client ensures the availability of all necessary documentation and information required by the certifier to conduct the audit, of which AS Metrosert has informed the Client in advance via the audit schedule.
- 2.2. After each audit, the Client will receive a report signed by the audit manager and the Client's representative. The signed report is the basis for submitting an invoice to the Client.
- 2.3. The Client permits AS Metrosert to involve representatives of AS Metrosert or third parties (e.g. auditors in training; representatives of an accreditation body for the assessment of certification activities) in audits.
- 2.4. The certificate is issued on the basis of compliance with the certification requirements in the company.
- 2.5. The conditions for the suspension and termination of the certificate can be found on the website of AS Metrosert:
https://metrosert.ee/sertifitseerimine/juhtimissust_eemid/.
- 2.6. The Client has the right to file a written complaint or appeal to the management board of AS Metrosert about the refusal to issue the certificate, the suspension or revocation of the certificate or any other decision related to the audit or the actions of AS Metrosert. The Client will be notified in writing of the acceptance of the appeal or complaint and the progress of the handling of the appeal or complaint within 30 days of receipt of the appeal or complaint.

The procedure for filing a complaint or an appeal is described on the website of AS Metrosert: <https://metrosert.ee/ettevotttest/sertifitseerimine/>.

3. Use of the certificate and certification mark

- 3.1. The Client undertakes to comply with the requirements established by AS Metrosert when referring to the certification in the media (e.g. Internet, brochures, advertising and other materials). The requirements for the use of the certificate and the certification mark are an integral part of the contract. The respective guide is also available on the website of AS Metrosert:
 - 3.2. <https://metrosert.ee/wp-content/uploads/2023/01/S-4-Sertifikaadi-ja-sertifitseerimismargi-kasutamine.pdf>
 - 3.3. The Client will not make or permit the making of any misleading statements concerning its certification.
 - 3.4. The Client will not use or permit the use of the certificate or any part thereof in a misleading manner.
 - 3.5. The Client corrects all references to its certification if the certified scope has been narrowed.
 - 3.6. The Client does not use or permit the use of references to its management system certification in a manner that could create the impression that a product, service or process is certified or vice versa.
 - 3.7. The Client does not refer to the certification in areas that are outside the scope of the certificate.
 - 3.8. The Client does not use the certification in a way that could damage the reputation of AS Metrosert and/or the certification and lead to loss of public trust.

4. Intellectual property rights

- 4.1. The audit report, the certification decision and the certificates issued as a result of the audit are part of the certification process and belong to AS Metrosert.
- 4.2. The client must not use the certification document or any part of it in a misleading manner (for example, in relation to products, services or processes).

5. Disclosure of information to third parties

- 5.1. AS Metrosert undertakes to keep the information obtained in the course of the certification and supervision of the Client's organisational, procedural and financial data confidential, with the exception of information that:
 - 5.1.1. has been disclosed by the Client or with the Client's consent;
 - 5.1.2. is defined with the certification activities and submitted to the accreditation body upon the request of the latter.
- 5.2. AS Metrosert will make the following information about the Client publicly available: the name and

registration code of the organisation, the standards and scope covered by the certification, the accreditations, the dates of issue and validity of the certificate, information on the suspension or revocation of the certification.

- 5.3. If required by law or authorised by contractual obligations, AS Metrosert has the right to communicate the information obtained with the certification activities to the persons or authorities concerned pursuant to the procedure set forth by law or the contract. AS Metrosert informs, unless this is prohibited by law, the Client of the content of the information provided and to whom the information was provided.
- 6. Liability**
- 6.1. AS Metrosert guarantees that it will fulfil all of its contractual obligations and provide its services with due diligence and skill.
- 6.2. AS Metrosert cannot be held liable for any damage to a third party caused by the non-compliance of the Client's certified management system, product, service or process.
- 6.3. The Client promptly notifies AS Metrosert of any significant changes in the management system or processes (e.g. scope of activities) and in the work of the company (e.g. merger, division, transformation; change of contact address and location) planned during the supervision period.
- 6.4. When the service is provided at the Client's location, the Client is responsible for ensuring that the working environment meets the requirements, is safe and the requirements arising from legislation are met. The Client ensures the safety of the members of the AS Metrosert audit team and, if necessary, provide them with instructions for working in a danger zone, and the members of the AS Metrosert audit team are obliged to comply with the requirements presented. A member of the AS Metrosert audit team may refuse to perform any task if the risks associated with the performance of the task are not acceptable or their minimisation or management is not organised to an adequate standard.
- 6.5. AS Metrosert will correct any documented errors or deficiencies in the services within a reasonable period of time at its own expense, provided that the error or deficiency has not been caused by an act or omission of the Client and that AS Metrosert has been duly notified of such errors or deficiencies within 30 days after the provision of the service.
- 6.6. AS Metrosert takes appropriate measures to ensure that personal data are processed in accordance with the applicable laws and regulations and to protect personal data against, inter alia (in particular) accidental or unlawful destruction, loss, alteration, unauthorised disclosure, use or unauthorised access.

7. Settlements

- 7.1. The cost of the service is fixed in the certification contract.
- 7.2. The Client pays for the service on the basis of an invoice within 14 calendar days, unless agreed otherwise.
- 7.3. AS Metrosert has the right to request an advance payment from Clients who have experienced problems with timely payment of invoices in the past or from Clients who are not registered in the Estonian Business Register.
- 7.4. If the Client has not paid the invoice by the due date, AS Metrosert has the right to demand that the Client pay default interest at the rate of 0.05% of the outstanding amount per each calendar day of delay.
- 7.5. In addition, AS Metrosert has the right to claim from the Client compensation for the costs of debt collection in the amount of EUR 15, if the due date for payment is exceeded by at least 14 calendar days.

8. Disputes

- 8.1. The Parties seek to resolve any disputes that have arisen between them primarily by way of negotiations.
- 8.2. All complaints between the Parties are made in writing.
- 8.3. Any disputes that the Parties are unable to resolve by way of negotiations are subject to be resolved in the Harju County Court.

9. Additional information

Website: <https://metrosert.ee/sertifitseerimine/>
E-mail: sertifitseerimine@metrosert.ee