

1. Scope and Subject

1.1. These General Terms and Conditions (GTC) govern all contractual relationships established between CERTOP Product and System Certification Ltd. (hereinafter: CERTOP) and its Client (together: the Parties).

The scope of the GTC includes all documents and correspondence used during certification, particularly the Contract, which is a specific document. Acceptance of this Contract by both Parties enforces the GTC and may even override it. The subject of these relationships is the Service specified in the Engagement Agreement.

1.2. CERTOP is an accredited certification body and operates in accordance with the legislation and standards applicable to it at all times. Consequently, the Client intending to obtain or maintain certification from CERTOP is also obligated to continuously comply with the laws and standards applicable to the Parties.

1.3. Abbreviations used in relation to specific requirements assigned to each management system:

QMS: Quality Management System

EMS: Environmental Management System

OH&SMS: Occupational Health and Safety Management System

ISMS: Information Security Management System

EnMS: Energy Management System

FSMS: Food Safety Management System

ABMS: Anti-bribery Management System

2. General Conditions of the Service

2.1. *Data Provision:* Client shall provide CERTOP with all truthful and necessary information at any time required for the performance of the Service. Such information includes at least the legal form, ownership structure, participation in social organizations, management, responsible persons, contact persons, sites (with physical addresses), the intended scope of certification, any already certified management systems and operational areas, the actual (not just administrative) characteristics and resources of the related activities, outsourced processes and associated headcount, the regulations and (legal) standards governing the activity, all legal obligations, and any consultancy used. Client is responsible for the accuracy, completeness, and legality of the information and agrees to bear any additional burden resulting from inaccuracies.

2.2. *Data Changes:* Client must promptly inform CERTOP of any changes to the information previously provided (Change Notification Form: <https://hu.certop.com>, info@hu.certop.com).

2.3. *Scheduling Deadlines:* Upon request by CERTOP personnel, Client shall provide suitable dates for service performance. After mutual agreement, CERTOP will confirm the date. Any change to the confirmed date may only be made by mutual agreement and no later than one week prior to the planned audit date.

2.4. *Personnel Coordination:* Client may object in writing to the auditors and experts appointed by CERTOP, but this may lead to the need to set a new performance deadline.

2.5. *Attendance:* A representative of the Client or a duly authorized employee, as well as the audit team members from CERTOP performing the service (auditor(s) and/or expert(s), without representative rights), must participate in every on-site audit event. The participation of the Client's employee responsible for the performance of the certified management system(s) is expected.

Observers may also be present during the audit (e.g., members of the Client's organization, consultants, staff from the accreditation body performing on-site observation, authority representatives, etc.), whose presence may not influence the audit process or its outcome.

2.6. *Information:* Detailed information about the certification process is available on CERTOP's website. Otherwise, CERTOP provides information upon request at any stage before or during the process, and offers progress updates during the audit stages. CERTOP provides justified information on all relevant decisions.

2.7. *Conducting the Audit:* Based on the preliminary information gathered from the reviewed documents, the audit is generally conducted on-site through observation, sampling, and interviews, taking place between the opening and closing meetings.

Client shall respond in writing to recorded nonconformities and undertakes to implement corrections within a maximum of 60 days, during which the results of the corrections must also be sent to CERTOP.

CERTOP performs the Service according to applicable standards and procedures.

CERTOP reserves the right to schedule the on-site audit in a way that most effectively allows for the review of the Client's management system. This may include on-site visits outside of regular working hours (e.g., auditing shifts or external construction/service sites). These cases are coordinated with the Client before the audit.

3. Performance of the Service

3.1. **Registration:** During the initial certification, Client must provide data regarding all their management systems. CERTOP registers this data.

3.2. **Preliminary Consultation:** CERTOP provides more detailed information about any stage of the service upon request.

3.3. **Initial Certification:** This applies when the Client requests certification of a management system for the first time or when a recertification audit concludes on or after the certificate's expiration date.

Initial certification may be requested if the organization has operated the implemented management system for at least two months.

Initial certification consists of two stages:

3.3.1. **Initial Audit Stage 1 (IC1):** The purpose of IC1 is to obtain sufficient information about the organization to be certified in order to determine the Client's readiness for the second stage of certification. Based on the available information, the following must be reviewed to assess readiness: review of the client's management system documentation; evaluation of the client's geographical location and site-specific conditions; collection of necessary information on the scope, processes, and sites of the management system; examination of legal and other regulatory requirements and their compliance; availability of resources; planning and performance of internal audits and management reviews.

Based on the initial evaluation, CERTOP decides whether to proceed with the audit Stage 2, and the Client decides whether to proceed to Initial Certification Stage 2. A maximum of 6 months may elapse between Stage 1 and Stage 2 of the Initial Audit. If Stage 1 of the Initial Audit is unsuccessful, or if the Client does not undertake Stage 2 within 6 months, Stage 1 must be repeated.

3.3.2. **Initial Audit Stage 2 (IC2):** IC2 is always conducted at the Client's site(s), where the overall compliance and effectiveness of the management system are evaluated.

CERTOP sends the audit plan to the Client at least one week before the agreed IC2 date, or by the start of the audit at the latest.

Following a review of any changes introduced since the preliminary review, the audit team evaluates compliance with requirements, assesses the gathered evidence, and formulates audit conclusions.

If any nonconformity is identified, the Client must submit the planned corrective actions to CERTOP for approval within 5 days of the last day of the audit.

Upon approval of the corrective actions by the lead auditor, in the case of major nonconformities, the Client must implement them within 60 days and submit supporting documentation to CERTOP for approval.

For minor nonconformities, verification of corrective actions will take place during the next annual audit.

Approved corrective actions and the Audit Report form the basis for the certification decision. CERTOP undertakes to make this decision within 60 days following the last day of the audit.

Based on the results of IC2, CERTOP decides on the issuance of the Certificate.

The purpose of the IC2 audit is to verify, within the system of processes, the continuous effective functioning of the system in compliance with the standard's requirements, applicable legal and regulatory requirements, and other commitments. This includes auditing the system of policy, objectives, and processes, evaluating the effective operation and development of the system, reviewing evidence of compliance, identifying any nonconformities, and exploring opportunities for improvement.

3.4. Surveillance Audit (SA): This is a mandatory element conducted annually, scheduled by CERTOP in agreement with the Client at least 3 months in advance. The first surveillance audit must take place no later than 12 months after the certification decision of the initial certification. Surveillance audits are planned jointly to cover the entire system. The auditor determines compliance with the requirements through on-site sampling-based assessment. Any nonconformities and corrective actions are recorded and handled in accordance with the procedure described in section KA2. CERTOP decides within 60 days whether the certified status can be maintained or if an extraordinary audit is necessary.

The purpose of the SA is to regularly review the continuous conformity with the system standard requirements, relevant legal obligations, and other commitments. It involves auditing the system of policies, objectives, and processes, assessing the system's effective operation, opportunities for improvement, evidence of conformity, and identifying any nonconformities.

3.5. Recertification Audit (RA): This serves the renewal of the Certificate. It ensures continuous certified status if the recertification audit—scheduled at least 3 months in advance—is successfully concluded and the certification decision is made before the current certificate expires. If compliance cannot be demonstrated or major nonconformities are not corrected during the validity period, the certificate cannot be renewed. If resolved within 6 months of certificate expiry, the certificate may be reinstated; otherwise, at least a Stage 2 initial certification procedure must be conducted. In this case, the new certificate's validity begins after the recertification decision and aligns with the previous certification cycle.

Due to changes in Client data and/or a break in certified status, a preliminary data assessment may be required before the on-site recertification audit. CERTOP performs the recertification audit at the Client's site(s) to evaluate the overall conformity and continued effectiveness of the management system. Any nonconformities and corrections are handled as in Stage 2 of the initial certification. CERTOP makes a decision regarding the certified status and issuance of the Certificate within 60 days.

The purpose of recertification is to verify regulatory compliance with the system standard, continuous effective operation, adherence to legal requirements and other commitments. The audit involves the evaluation of policies, objectives, processes, and the overall performance and improvement of the system, including conformity evidence and identifying potential nonconformities or improvements.

3.6. Extraordinary Audit: An extraordinary audit is conducted if the Client extends the scope of application, announces other changes, due to changes in standards, regulations, or guidelines, to lift a suspension, or to verify compliance with the issued certificate based on a third-party notification (complaint – see section 14), or at CERTOP's initiative. Members of the audit team are selected with exceptional care and cannot be objected to. The audit is carried out following the prescribed procedures with heightened diligence. Its purpose is to assess both the regulatory and practical implementation of the reason justifying the extraordinary audit. For complaint investigations, CERTOP may also conduct unannounced audits.

3.7. Transferred Audit: This refers to a new certification procedure where the Client holds a valid certificate issued by another accredited certification body but wishes to change certification bodies, either at the end or during the certification cycle. Certificate transfer is only possible for certificates accredited under the IAF MLA within their validity period. The transferred audit may be a recertification or a surveillance audit. The Client agrees to provide their previous Certificate and Audit Report to ensure certification continuity.

In cases of non-accredited certification, expiration of the next planned audit deadline, unavailability of the previous audit report, or suspended Client certification, CERTOP treats the organization as a new client and applies the rules for initial certification.

3.8. In terms of execution, audits may be conducted as on-site audits (100% performed at the Client's headquarters/premises or external sites), hybrid audits (a combination of on-site and remote auditing) or online audits (100% performed as a remote audit).

3.9. Remote Auditing: An audit technique using fully or partially information and communication technology (ICT). If CERTOP's risk assessment or external circumstances require an audit to be performed remotely, it is only permissible if the Client possesses suitable ICT capabilities and their use does not hinder the audit's objectives.

3.10. Certification of Multi-site Organizations: A multi-site organization is one that has a central office managing, controlling, and directing activities, and sites (such as local offices, branches, agencies) where the organization's activities are wholly or partially implemented. The central office must have a legal or contractual relationship with each site. The central office establishes and maintains a common management system and ensures its continual control and supervision.

In multi-site certifications, CERTOP may use sampling based on individual risk assessment. If, during certification, CERTOP determines that sampling does not meet the audit objectives, it may increase the number of samples or cancel sampling and require audits at all sites. This leads to a contract modification regarding audit time and fees.

For multi-site certification, the Client agrees to conduct an internal audit at every site before certification. Any corrective actions must be verifiable during the audit. After certification, the Client agrees to conduct annual internal audits at each site within the certification scope and implement any necessary corrective actions.

4. Client's Obligations

4.1. Client ensures that CERTOP's auditors and experts can comply with all occupational safety and health regulations. The Client must provide a secure, heated room with social facilities suitable for conducting the audit's administrative tasks at the audit site.

4.2. In addition to the details outlined in Sections 2 and 3, the Client shall do everything in their power to ensure that nothing on their part hinders or complicates the service, and any obstacles are removed. The Client must support the staff carrying out the Service to the best of their ability. If required, the Client must allow the participation of observers (witness audit, supervision, observation, auditor trainees).

4.3. Client must fulfill payment obligations as outlined in Section 6 and acknowledges that failure to comply—despite reminders—or incomplete performance may result in suspension or termination of the contract. Therefore, the Client agrees to immediately inform CERTOP in the event of payment difficulties to facilitate coordination.

4.4. Client agrees to maintain the condition of the certified system as it existed at the time of certification and is relevant to the certification. The Client acknowledges that if unreported changes occur that affect the certified status and are not acknowledged by CERTOP, the Certificate may be suspended or withdrawn retroactively from the date of the change, or if unknown, from the last known certified state.

4.5. Client acknowledges that part of CERTOP's accreditation requirements includes the participation of clients' audits during the accreditation procedure for the purpose of monitoring CERTOP's activities. If selected for this purpose, the Client agrees to the presence of members of the Accreditation Authority's evaluation team and, upon written notice and prior coordination, is obligated to allow on-site inspection by the Authority.

4.6. Client expressly agrees to comply with the standards and regulations governing the Service, as specified in section 2.1.

4.7. During the validity of **OH&SMS** certification, Client is required to notify CERTOP immediately in the event of a serious accident or legal violation involving regulatory intervention. CERTOP may order an extraordinary audit at the Client's expense. Failure to report or determining that the incident is attributable to a system failure may lead to a reassessment of the Certificate's validity.

4.8. For **ABMS** certification, Client agrees to immediately notify CERTOP if a critical situation arises that could compromise the certification guarantee (e.g., public concern, involvement in legal proceedings related to bribery, or bribery situations involving employees). Based on such information, CERTOP may initiate extraordinary procedures with immediate effect.

5. CERTOP's Obligations

5.1. CERTOP commits to conducting the certification to the best of its knowledge, impartially and objectively, in accordance with relevant laws and standards. It is liable for the performance of its appointed auditors/experts as if it had performed the work itself.

5.2. CERTOP agrees to provide information about the Service during the contractual relationship. It also undertakes to issue a quotation as soon as possible upon receiving the Client's request and to honor the quotation until the date specified therein. It also provides information on the Client's rights and obligations, as well as the requirements applicable to them. CERTOP shall inform the Client—either directly or via its website—of any interim changes to the certification requirements.

5.3. Upon becoming aware of changes related to the Client, CERTOP adjusts the certification process to the changes to the extent possible, thereby accepting the modification of the Assignment Contract initiated by the Client—except when the change proves to be substantial, in which case CERTOP initiates a renegotiation of the contract.

5.4. CERTOP ensures that during the on-site phase of certification, the personnel carrying out the tasks comply with the occupational safety, fire protection, and health regulations previously communicated by the Client.

5.5. In accordance with the relevant standard, CERTOP documents the audit process and retains these documents in its own archive, in compliance with the prevailing data protection regulations and accreditation requirements.

5.6. In the absence of a legal obligation or prior written permission from the Client, CERTOP shall not disclose any information about the Client or its partners to third parties. CERTOP shall maintain confidentiality indefinitely regarding personal data it becomes aware of during the certification process. It handles personal and business information confidentially and uses it solely for the purpose of providing the service.

5.7. Information concerning the Client but obtained from sources other than the Client (e.g., complainants, authorities) shall be handled confidentially by CERTOP in accordance with the relevant provisions. The name, address, scope of activity, and management system of the Client may be included in CERTOP's reference list, and public-interest information about the Client's certification may be published on its website. If CERTOP is legally or by standard required to disclose confidential information to a third party, it shall inform the Client accordingly, in compliance with regulations.

5.8. CERTOP respects the Client's compliance regulations communicated to it and requested to be observed (e.g., anti-corruption, ethical, and other internal procedures and norms).

5.9. CERTOP shall, however, take a firm stance against any violation of accreditation or conformity assessment rules that may result in deliberate deception, concealment of information, or the provision of false information during the certification process. The sanctions applicable to such fraudulent conduct (including the provision of false data, or breaches of the rules concerning the use of certificates or certification marks) are set out in Sections 7.7, 7.8 and 8.7.

6. Payment Terms

6.1. Client shall pay within 15 days from the date of invoice based on the prices and contractual performance specified in the Service Contract. Performance is considered complete upon the conduct of the audit; the certificate and/or audit report will be sent only after receipt of the invoice payment.

6.2. The Client acknowledges that CERTOP is entitled to issue partial invoices following the performances detailed in sections 3.2–3.7. If an audit event with a confirmed date is canceled due to reasons beyond CERTOP's control, CERTOP is entitled to claim reimbursement of incurred costs/standby fees (in the absence of a contrary agreement, 50% of the value of the ordered service). Failure to settle the partial invoice may result in the application of clause 4.3. In the event of late payment, CERTOP reserves the right to request partial or full advance payment of the service fee based on a pro forma invoice prior to performing the next due audit stage, and shall only proceed with the audit once payment has been settled.

6.3. CERTOP may assign its financial claims against the Client to a third party. The Client explicitly accepts this and acknowledges that due to the personal nature of the contractual performance, the Client may not transfer its obligations (e.g., operating its system in compliance with the standard) or rights (e.g., use of the Certificate) to a third party. The assumption of the Client's financial obligations by a third party is possible under general rules (with the consent of the rights holder).

6.4. In the event of late payment, the default interest charged for the duration of the delay shall be twice the prevailing central bank base rate. The obligation to pay default interest begins on the day following the due date and ends on the date of actual payment.

6.5. In the case of any outstanding invoice related to CERTOP's scope of activities, CERTOP reserves the right to suspend its certification services without assuming any liability for the resulting consequences. (see 7.7.3)

7. The Certificate

7.1. CERTOP issues a Certificate of conformity if, based on the gathered objective evidence, it independently and impartially concludes that the Client has fully met the relevant standard and all other conditions (e.g., section 4.3) during certification. The decision to issue the Certificate is at the sole discretion of CERTOP, which may only do so after being sufficiently convinced that the professional requirements have been fulfilled. Therefore, issuance of the Certificate cannot be demanded through legal proceedings or other means.

7.2. The certification decision—including the issuance of the Certificate—takes place after the completion of the Stage 2 Initial Certification Audit/Renewal Certification (i.e., after acceptance of corrective actions).

7.3. CERTOP retains ownership of the certification summary report, the Certificate, and the certification mark even after their issuance. CERTOP also retains copyright on any documents bearing its logo; therefore, their use, exploitation, partial or full reproduction, copying, etc., is only lawful with CERTOP's prior permission as the rights holder.

7.4. The Certificate is valid for 36 months from the date of the certification decision, provided that the surveillance audits conducted within 1 and 2 years after issuance yield positive results and there is no intervening withdrawal.

7.5. Subject to financial compensation and fulfillment of standard conditions—usually after the review referred to in section 3.6—the Certificate may be **exchanged** in the following cases:

7.5.1. Legal change (e.g., change in name or registered office),

7.5.2. Change in scope of activity (narrowing or expansion),

7.5.3. Upon justified initiative by CERTOP,

7.5.4. Based on clause 2.2.

7.6. The Certificate may only be used for its intended purpose. It may be used to demonstrate that the certified area complies with the relevant standards and/or requirements. To this end, the Certificate may be shown, copied (only in its complete form and content), and, according to section 8, the CERTOP mark may be displayed next to the Client's name in relation to the certified scope.

7.7. **Suspension of Certificate:** The issued Certificate shall be suspended with immediate effect if:

- 7.7.1. The Client's management system continuously or significantly violates certification requirements (e.g., failure to meet essential contractual conditions, not implementing corrective actions within the deadline, failure to report changes or knowingly provides false data or withholds information),
- 7.7.2. Client does not initiate and/or allow audits to be conducted at the prescribed frequency or fails to select a date from proposed audit schedules,,
- 7.7.3. In the case of an uncontested invoice, despite a formal notice for payment, the payment delay reaches 3 months,
- 7.7.4. Client voluntarily requests suspension of the Certificate,
- 7.7.5. A thoroughly investigated complaint is found to be substantiated,
- 7.7.6. In case of a failed audit, until the successful completion of an extraordinary audit,
- 7.7.7. Client misuses the Certificate or the CERTOP mark.

Client acknowledges that during suspension, the certification is temporarily invalid; thus, using the Certificate or the CERTOP mark during this period is unlawful and may have legal consequences. Once the reasons for suspension are resolved and verified, CERTOP reinstates the Certificate. The suspension period does not affect the overall certification cycle duration. The maximum duration of suspension is six months. CERTOP shall inform the Client of the suspension.

7.8. Withdrawal of Certificate: The issued Certificate must be physically withdrawn from the Client if:

- 7.8.1. Facts established during an inspection show that the conditions present at the time of issuance are no longer met,
- 7.8.2. The Client fails to fulfill its payment obligations despite reminders (see clause 4.3),
- 7.8.3. The Client generally fails to comply with these GTC or the Assignment Contract,
- 7.8.4. Any reason for suspension persists beyond six months,
- 7.8.5. The Client abuses the Certificate and/or the CERTOP mark,
- 7.8.6. The Assignment Contract is terminated.

CERTOP makes a Decision on withdrawal of the Certificate, which is sent in writing to Client. Upon receipt of the Decision, Client must cease all references to certification.

7.9. Reducing of Certificate scope: If the Client continuously or significantly breaches the provisions applicable to the scope of the certification or parts thereof, CERTOP may restrict the scope of the Certificate, excluding the non-compliant parts.

7.10. It shall be considered a misuse of the Certificate if Client uses the Certificate in a manner that is not in accordance with its intended purpose or contrary to the terms of this Contract. The following shall also qualify as misuse:

- 7.10.1. partial copying or partial use of the Certificate,
- 7.10.2. reference to a broader scope than that certified by the Certificate, or any other misleading reference or unclear, ambiguous information,
- 7.10.3. alteration of the content of the Certificate,
- 7.10.4. use of an invalid Certificate,
- 7.10.5. use of the CERTOP mark in a manner contrary to its regulations.

8. Use of CERTOP Certification mark

CERTOP is the owner of the CERTOP mark. Its use is permitted to the Certificate holder upon issuance of the Certificate, under the following conditions:

- 8.1. Unless otherwise agreed, the CERTOP mark may only be used in the form (shape, size, color) specified by CERTOP.
- 8.2. The Client may not apply the CERTOP mark to a product, its packaging, or in any other way that may imply that the product itself has been certified. "Packaging" includes all product packaging materials, both primary (which directly contains the product) and secondary or outer packaging.
- 8.3. The Client may not apply the CERTOP mark to reports or certificates related to laboratory testing, calibration, or inspection.
- 8.4. The Certificate holder is responsible for the lawful use of the CERTOP mark. Therefore, the holder must not make any misleading statements regarding their certified status.
- 8.5. The CERTOP mark may only be used during the validity period of the Certificate. Expiry, withdrawal, or termination of the contract results in the termination of the right to use the mark.
- 8.6. If the Client refers to the certified management system on product packaging, the Client's statement or accompanying information must clearly indicate that the certification relates to the management system and must not suggest that a product, process, or service itself is certified. Product packaging must be removable without damaging or disassembling the product, and accompanying information must also be accessible separately or easily removable. The statement must include identification of the Client (brand or name), the type of management system and the standard (e.g., ISO 9001 quality management system), and a reference to CERTOP as the certification body.
- In the case of an FSMS it is not permitted to include any statement on the product packaging suggesting that the client holds a certification. This includes all product packaging, both primary (containing the product) and secondary/outer packaging.
- 8.7. Improper use of the CERTOP mark by the Client may result in consequences: CERTOP may demand that the improper use be discontinued, may require corrections, revoke the Certificate, claim damages, publish the improper use, or seek legal remedy through court.
- 8.8. Client is obliged to amend their references if the scope of certification is reduced.
- 8.9. Client must not refer to the certification in any way that harms the reputation of the certification body and/or the certification scheme, or undermines public trust.

9. Limitation of Liability

CERTOP accepts liability for performance in accordance with its procedural rules and limits its liability for any direct or indirect damage to the amount of the agreed fee, excluding VAT.

10. Force Majeure

CERTOP shall not be held liable for the consequences of any failure to perform its contractual obligations due to reasons beyond its control (such as unavoidable natural phenomena, war, uprising, rebellion, terrorist acts, strikes, etc.). In such cases, the Client is obliged to proportionally compensate CERTOP for partial performance or in accordance with the applicable fee schedule.

11. Communication

Any legal statement made in connection with the preparation, organization, or execution of this contract is valid only if made or confirmed by a person authorized to commit the respective Party (see section 2.1). It is also valid if the authorized person demonstrably delegates this right to another (with proper authorization). Further delegation is not permitted.

The contract must specify the address (mailing address) considered valid for delivery. Unless otherwise agreed by the Parties, communications must be responded to within 8 days.

12. Amendments

CERTOP is unilaterally entitled to amend the GTC. However, for contracts already concluded, such amendments become effective only if the Client does not object within 30 days from the date of publication, postal dispatch, or electronic notification of the amendment. In case of objection, the version in effect at the time of contracting or until the objection shall apply. CERTOP is entitled to unilaterally amend the GTC—regardless of the specific contract—if the modification is the result of changes in standards, regulations, or legislation. The Client acknowledges CERTOP's right to do so.

13. Invalidity

Invalidity or becoming invalid of any provision of the GTC shall not affect the validity of the remaining provisions.

14. Remedies

In the event of a complaint/appeal submitted by the Client during the certification process, CERTOP shall provide information on the complaint/appeal procedure on its website.

Complaints/appeals shall be investigated by the Certification Director of CERTOP within 60 days from receipt of the written complaint, in accordance with the currently valid certification procedure instructions, which are available for review at the CERTOP office upon request.

15. Termination of the Contract

15.1. The Contract may be terminated by withdrawal until the documentation review begins.

15.2. The Parties may terminate the Service Contract if the reported changes are material but attempts to amend the contract are unsuccessful. Services performed up to termination must be compensated.

15.3. The Client may terminate the Service Contract with ordinary termination without justification, with an 8-day notice period. However, any services performed until then must be compensated. Termination of the contract also terminates the validity of the Certificate, which the Client must return.

15.4. CERTOP may terminate the contract under the conditions set out in sections 7.7 and 7.8, with an 8-day notice period.

15.5. Either party may terminate the contract with immediate effect if it becomes incapable of performance (e.g., subject to liquidation or bankruptcy) or commits a serious breach of contract that prevents the fulfillment of the GTC or the Service Contract.

15.6. Upon termination of the Contract, the Certificate becomes void, and upon termination of the Certificate, the Contract shall cease to be valid.

15.7. The Contract shall cease to be valid if the first audit due does not commence within 1 year of the conclusion of the Contract.

16. Confidential Data Handling

16.1. The provisions concerning confidential data handling, copyright, and trade secrets remain in effect for 3 years from the contract's termination (regardless of termination method), or for the period prescribed by law.

16.2. The Parties mutually agree to allow and consent that any data necessary for fulfilling this contract (certification, obtaining and maintaining certified and accredited status) — even personal data — may be recorded and processed by the other party without separate notification, in accordance with relevant regulations.

16.3. Information falling under confidential data handling may not be disclosed to third parties unless otherwise required by the other party (e.g., accreditation body) or by law. CERTOP shall notify the Client about such disclosures unless prohibited by law or contract.

16.4. The Client acknowledges and agrees that the accreditation authority overseeing the professional supervision of the Contractor may access any documents or data related to the certification process without prior notice to the Client.

16.5. The Client acknowledges that CERTOP may include the data appearing on the Certificate, as well as the current status of the Certificate (valid, suspended, withdrawn), in the international IAF CertSearch database: <https://www.iafcertsearch.org/>. If any data is considered confidential by the Client, they may contact CERTOP in writing with a justified and evidenced request.

16.6. CERTOP processes data in accordance with the law and provides information about its data processing activities in the Privacy Policy published on its website.

16.7. A detailed privacy policy containing other conditions for the processing of personal data is available at: <https://hu.certop.com/adatkezelesi-tajekoztato/>. The Client acknowledges, understands, and accepts the contents of this policy.

17. Applied Law

Regardless of the place of performance, the nationality of the Parties, or the accreditation body of the Certificate, Hungarian law shall apply to this contract and to any other agreements arising in connection with it, excluding any rules referring to another jurisdiction. The language governing the contracts and Certificates is Hungarian.

The Parties agree to settle any legal disputes arising from this contract primarily through peaceful negotiations. If such resolution is not achieved within a reasonable time, the Parties agree to determine the competent court based on the Act on Civil Procedure.

This contract shall enter into force on the date of its publication.

Budapest, 1st April 2026