



Terms and conditions of certification in the REDcert System (TCC REDcert Scheme)

Effective from 03.07.2025

PART A – DEFINITIONS

A1. URS – for the purposes of this TCC REDcert Scheme, URS means United Registrar of Systems Polska Sp. z o.o. in accordance with the Order or Certification Agreement.

A2. Customer – a URS customer who uses REDcert certification services.

A3. Certification process (certification) – this is the process of confirming the compliance of the system implemented at the Customer's premises

with the requirements of the REDcert System by an independent auditor of URS Polska during an audit. Once the system requirements have been met and the documentation has been verified, the process is completed with the issuance of a certificate.

A4. Certificate - a certificate of compliance containing the logo and REDcert GmbH.

A5. URS auditor - a person who conducts a certification, recertification, surveillance or extension audit by visiting the client and preparing an audit report.

A6. Observer - a person who accompanies the auditors but does not conduct the audit.

A7. Witness auditor – a person who accompanies the auditors and assesses their activities, but does not conduct the audit.

A8. Standard – the required certification system established by the client and implemented in their company.

A9. Audit report – a document prepared by the auditor containing the results of the audit.

A10. Certification audit - this is the initial stage of the certification process, in which an audit is carried out to verify compliance with the relevant standard/system.

A11. Surveillance audit - in specific cases defined by the REDcert system, e.g. for Clients participating in a high-risk supply chain.

A12. Recertification audit - the next certification cycle following the previous certification cycle.



A13. Extension audit - in the event of an extension or change in scope/material/location/GHG.

A14. GHG verification - verification of greenhouse gas emissions calculations when using actual GHG values.

A15. Monitoring – a special audit, a process of analysing the customer carried out by REDcert GmbH (internal quality control).

PART B – CERTIFICATION PROCESS

B1 Process flow

B1.1. The URS shall set the date for the certification, recertification, surveillance or extension audit, after which the certificate is granted for the first time, usually for 12 months, unless otherwise agreed.

B1.2. The audit shall be conducted in the local language or English, unless otherwise agreed in writing. Reports from the REDcert system audit shall be provided to the Client in English.

B1.3. Depending on the accreditation requirements for the REDcert system, the URS Certification Body may request the Client to conduct observation audits or special audits at the Client's premises. The Client undertakes to allow such audits to be conducted and acknowledges that it cannot refuse to do so.

B1.4. In accordance with the certification conditions, URS will contact the Client in advance of the planned audit to obtain up-to-date information and data for the performance of the Certification Agreement.

B1.5. If auditors, observers or other persons appointed by URS visit the Client in order to perform their duties, the Client shall provide appropriate personal protective equipment (PPE) and conduct appropriate training and provide guidelines prior to the start of the audit. In addition, the Client undertakes to ensure that the auditor, observer or other person uses the Client's equipment only under the supervision and in accordance with the instructions of the Client.

B1.6. At least 30 days before the expiry of the certificate, URS shall agree with the Client on the rules for conducting the recertification audit, which is required for the certificate to be granted for a further period of 12 months.

B2 Client's obligations

B2.1. The Client shall provide URS, in a timely manner specified by URS, free of charge, with complete, accurate and clear information and documents necessary for the substantive performance of the Client's obligations, unless it is clear from their nature that they are to be provided by URS as part of its activities, in order to identify a specific person who will be present during the certification process and will be responsible for the Client's interaction with the URS auditor. URS shall not be liable for any delays resulting from the Client's failure to comply with the above obligations or lack of due cooperation.

B2.2. The Client shall carry out all preparatory activities required for the proper conduct of the audit and certification at its own risk and expense.

B2.3. At the request of URS, the Client shall provide access during working hours to the premises, facilities, offices, etc. where the audit and certification service will be performed, in order to check materials, procedures, processes, records and systems or, if necessary, to determine whether the certification termination procedure has been performed.



B2.4. The client undertakes to provide one or more representatives authorised to liaise with the relevant URS representatives for the purpose of conducting the audit.

B2.5. In the event of significant organisational changes or an extension of the scope of certification, the Client shall update its documentation and inform URS of any significant changes in the organisation that could significantly affect the scope of certification. Significant changes affecting the validity of the certificate issued by URS will be introduced in an additional annex, and the Client will be obliged to bear the relevant costs associated with the introduction of the changes.

B2.6. The Client is obliged to allow persons designated by REDcert GmbH to participate in the Monitoring.

B3 Invoicing, remuneration, travel and accommodation costs

B3.1. URS shall issue invoices to the Client after performing its services during the certification cycle for various stages, which are: initial certification audit, surveillance audit, recertification audit, extension audit and special visit, if applicable.

B3.2. The Client undertakes to pay URS the fee specified in Appendix 1 to the Agreement or Order for the provision of services within the agreed payment deadline by bank transfer to the URS account indicated on the invoice. Each payment made by the Client shall be deemed to have been made on the date it is credited to the URS account. VAT shall be added to the prices at the rate specified in the relevant VAT regulations in force on the date of issue of the taxable invoice.

B3.3. The Customer expressly agrees that invoices issued by URS shall be sent to the Customer in writing or electronically.

B3.4. In the event of additional costs incurred by the Auditor (travel, accommodation, etc.), these costs shall be added to the fee for the audit in question.

B3.5. URS is entitled to unilaterally increase the price of the services provided or the price of services not yet performed in accordance with the average annual consumer price index according to data published by the Central Statistical Office (GUS) on its website, every 6 months of the contract duration, starting from the date of entry into force of the contract. The price increase shall always take effect on the first day of the month following the month in which, in accordance with this clause, URS announced the application of the price adjustment. For the avoidance of doubt, the parties to the contract declare that there is no need to draw up an annex to the contract in order to adjust the price in accordance with this provision of the contract.

B4 Deadlines

B4.1. The Customer may indicate the proposed dates for the audits. URS shall review them, taking into account its own capacity in terms of efficiency and the manner in which the audits are conducted. The dates specified by the Customer are not binding and may not be met by URS. URS and the Customer shall agree on binding audit dates in good time before the planned audit.

B4.2. As a rule, audits are conducted within specified binding dates and times. If the Client fails to cooperate in setting the audit date, resulting in the audit not being able to take place or not being able to be conducted on time, URS has the right to withdraw from the contract. Such withdrawal does not affect further claims for damages or other requirements/obligations. Furthermore, if the Client already holds a valid certificate, URS has the right to suspend or revoke the certificate bearing the URS logo.



B4.3. URS reserves the right to charge the Client an additional fee for cancelling or changing the audit date if the cancellation or request for a change of date occurs less than 7 working days before the scheduled audit date. The fee may be up to 50% of the cost of the scheduled audit. If costs are incurred in connection with the audit (travel, accommodation, interpreter, if applicable), they will be added to the fee.

B4.4. If the Client cancels the scheduled audit less than 24 hours before the planned start of the audit or interrupts an audit that has already begun, or if URS cancels an audit that has already begun, and the cancellation is due to reasons attributable to the Client, the Client shall be obliged to compensate URS for the costs incurred, in the full amount of the agreed price for the audit and certification service.

B4.5. If serious complications arise at the location where URS is to conduct the planned audit due to force majeure (riots, military or terrorist events), URS shall be released from its obligation to provide audit services for the duration of such complications and to the extent of their effects, even if they result in delays. The parties are obliged to inform each other of such complications and to adjust their obligations to the changed conditions.

B5 Appointment of auditors

B5.1. URS has the right to select and appoint an auditor appropriate for the Client's area of activity. However, URS reserves the right to change the auditor(s) in order to ensure independence or due to unforeseen circumstances.

B5.2. If it is not possible to provide an auditor in the local language for the audit at the Client's premises, URS has the right to require an interpreter to be present during the audit at the Client's premises. The presence of an interpreter may increase the cost of the audit. The Client must be informed of the requirement for an interpreter to be present before the audit at the Client's premises begins.

B5.3. The Client has the right to object to an audit being conducted by an auditor appointed by URS only if cooperation with the auditor is not proceeding properly or if, in the Client's opinion, the auditor does not have the relevant qualifications to provide the service. The client is obliged to immediately inform URS of the refusal to conduct an audit by an auditor appointed by URS, stating the reasons for the refusal. In such a case, URS will urgently consider the client's request.

B6 Certification decision

B6.1. After the initial certification audit, recertification audit, surveillance audit or extension audit, URS shall issue a decision on the granting of a certificate, renewal of a certificate, maintenance of a certificate or extension of the scope of a certificate, as well as on the withdrawal or suspension of a certificate (as applicable). URS makes an impartial decision based on the auditor's recommendations and a review of the audit report.

B6.2. URS shall prepare an audit report on the progress of the certification process for each audit performed and shall provide it to the Client. The audit report shall be sent electronically by URS to the contact email address provided by the Client.

B6.3. In the event of a positive decision by URS, after all required fees have been paid by the Client, the Client will receive a certificate and will be able to use it within the scope and to the extent specified by REDcert. The certificate will be sent electronically and by traditional mail.

B6.4. If the Customer does not meet all the requirements in accordance with the URS assessment, i.e. the certification decision is negative (the certificate is not issued or the issued certificate is withdrawn or suspended), the URS shall immediately inform the Customer of this fact. Re-certification will be subject to additional



requirements. In such a situation, the Customer is obliged to remove the non-conformities. Non-conformities and corrective actions identified during the audit will be discussed with the Customer during the audit summary visit.

In the event of non-compliance, the Client shall analyse the causes and sources of non-compliance and take all necessary corrective actions to remove the non-compliance. The condition for obtaining (and maintaining) the certificate is the effective removal of all non-compliance by the Client within the time limit set by the auditor and after the approval of corrective actions by the auditor. An additional requirement may also be the auditor's request to conduct a surveillance audit, see point D.2. The cost of an additional audit is PLN 450 net/hour plus travel expenses and any other costs related to the additional audit.

B6.5. The Customer shall bear sole responsibility for decisions taken by the Customer to remove non-conformities.

B7 Violation of the certification process

B7.1. A significant violation of the TCC REDcert requirements and a breach of the terms of the agreement shall be deemed to have occurred when:

- The Customer refuses to cooperate and thus prevents the performance of the contract, and this situation persists despite requests for cooperation and the setting of an appropriate deadline (including: failure to meet the requirements for the removal of non-conformities, refusal to participate in scheduled audits, special visits);
- The customer attempts to mislead and provide false information during the audit;
- Insolvency proceedings have been initiated against the customer;
- The customer has not paid the amounts due to URS on time.

This material breach of the TCC REDcert entitles URS to terminate the agreement with immediate effect. Upon termination of the agreement, the certificate will be revoked and REDcert GmbH will be notified accordingly.

B7.2. In the event of termination of the agreement before its expiry or in the event of termination of the agreement by URS without notice for the reasons specified above in point B7.1 of the REDcert TCC document, URS shall be entitled to demand payment from the Customer of a contractual penalty amounting to 50% of the remuneration due for the performance of the audit and certification service, as specified in the contract for the period of validity of the issued certificate, even if no service or part thereof has yet been performed.

B7.3. The Client and URS may terminate the contract at any time without giving reasons; notice of termination must be given in writing. The notice period is 3 months from receipt of the notice of termination. However, the Client shall always have the right to terminate the contract in accordance with this clause at least 30 days before the next scheduled audit and certification service, in accordance with the contract concluded between the Client and URS.

PART C – USE OF CERTIFICATES, CERTIFICATION MARKS AND URS LOGOS

C1. If the Customer receives a certificate with the URS logo from URS, the Customer also obtains the right to use the certificate in accordance with the following provisions.

C2. URS remains the owner of the certificate and the URS logo and copyright to the certificate. By granting and transferring the certificate, URS grants the Customer the right to use the certificate in the area/scope specified below.



C3. The certificate may not be used in a manner that could damage the reputation of URS or be misinterpreted. The Customer undertakes to use the certificate exclusively in accordance with the applicable provisions of law, in particular with the Act of 16 April 1993 on combating unfair competition (Journal of Laws 2022, item 1233). The certificate may be used in the form in which it was issued and delivered. Modifications to the design, colour or text are not permitted. The customer is not entitled to use the certificate in part, i.e. the certificate may only be used in its entirety.

C4. The customer shall maintain the interdependence between the certificate and the subject of certification and shall present the certificate only in a manner that does not mislead business partners and allows average consumers to perceive it in the context of a label confirming the control, assessment or certification of an activity, process, system or qualification. The certificate may only be used in relation to the activities, processes, systems or qualifications for which it was granted, and solely to demonstrate that these activities, processes, systems or qualifications comply with the guidelines on the basis of which they were inspected, assessed or certified. The client is not authorised to use the certificate for promotional purposes and may not give the impression that URS has assessed the product in question. The certificate may not be used in the event of changes to the subject of certification.

C5. The certificate may only be used during the period of validity stated on the certificate and until the certificate is withdrawn or revoked. If the certificate expires before recertification, the certificate and the URS mark may not be used until a new certificate has been issued.

C6. In the event of revocation or expiry of the certificate, the Customer is obliged to cease using the certificate in any way, in particular to refrain from any marketing activities (company documents, websites, social networks, brochures, catalogues, means of transport and others) that refer to the certificate or service provided by URS under this title. The Client is obliged, at the request of URS, to return the originals and all duplicates of certificates and other documents related to the certification process issued by URS.

C7. URS shall not be liable for any unauthorised use of the certificate.

C8. If the URS logo is placed on a certificate or other document related to the certification process, the Customer is entitled to use it in accordance with this TCC REDcert scheme.

C9. During the initial audit and certification, the Customer will be informed in detail about the rules and possibilities for the correct use of the certification logo.

C10. A Customer certified in accordance with the REDcert EU/PLUS standard is entitled to use the REDcert logo.

PART D – SUSPENSION, WITHDRAWAL, EXTENSION OR RESTRICTION OF THE SCOPE OF CERTIFICATION

D1 Suspension of the certificate

The certificate may be suspended at the initiative of the Client or as a result of internal processes of the URS. The URS shall suspend the certificate if:

- the Client's management system, which is the subject of certification, seriously and continuously fails to meet the certification requirements, including the requirements for the effectiveness of the management system, in accordance with the requirements of the REDcert system,



- the certified Customer does not undergo the required certification audits, recertification audits, surveillance audits required by the REDcert system and the Certification Body within the specified time frame,
- REDcert GmbH decides to suspend the Customer as a result of an inspection.

The suspension of the certificate shall remain in force until all non-conformities have been removed and the corrective measures have been accepted by the Certification Body and the client has fulfilled the obligations whose breach led to the suspension of the certificate. The client shall be informed of the suspension of the certificate by the Certification Body.

The client shall be informed in writing of the suspension of the certificate.

D2 Extensions and restrictions of the scope of the certificate

The scope of the certificate shall be extended or restricted at the request of the Customer or on the basis of the findings of the URS during the surveillance/recertification audit. The Customer shall be obliged to inform the URS of any significant change in the company which may lead to a restriction or extension of the scope of certification.

In the event of notification by the Client, URS will request to review the Client's documentation and make a written decision on how to proceed in accordance with the following sub-points:

- that these are minor changes in the Client's processes or documentation that do not affect the areas of production, any extension/restriction of the scope of certification will be consulted with the Client as part of the extension/recertification audit;
- if the changes are formal changes in the legal aspects of the company (change of legal form, owners, etc.), the changes are checked in the company's documentation as part of an extension/recertification audit and a new certificate is issued. The expiry date is the same as for the original certificate;
- in the event of significant changes that have a fundamental impact on production processes or management system processes, a special visit is necessary to verify that these changes have been taken into account in the company's process documentation. If, during the extension/recertification audit, a possible change in the scope of certification is detected, the audit team leader shall immediately inform the URS by telephone of the situation, who shall decide on the procedure to be followed in accordance with the above-mentioned sub-points.

The customer shall be informed in writing of the extension or restriction of the validity of the certificate.

D3 Withdrawal of the certificate

D3.1. The certificate shall be automatically invalidated if:

- the client has been declared bankrupt
- the specified period of validity of the certificate has expired and the client has not submitted an application for its extension (recertification)
- REDcert GmbH decides to withdraw the client's certificate as a result of an inspection.

D3.2. The certificate may also be revoked (URS has the right to revoke the certificate) if:



- the specified period of suspension of the certificate is exceeded for reasons attributable to the Client, URS decides to withdraw the certificate;
- the certificate is misused (by using it for purposes other than those for which it was issued, e.g. for another company not yet certified or for another organisationally separate part of the company not yet covered by the certification or for another subject of activity);
- a surveillance audit shows that the Client no longer meets the essential requirements for certification of the management system;
- a surveillance audit cannot be carried out for reasons attributable to the Client;
- payment for the audit and certification service has not been made within the specified time limit;
- there are other grounds for withdrawing from the contract with the Client or the Client breaches, withdraws from or acts contrary to the agreed subject matter of the contract;
- in the event of withdrawal from the contract, URS is also entitled to terminate the contract. This does not affect further claims for damages or other claims.

In the event of withdrawal from the contract, the Customer shall be obliged by URS to return the original certificate.

PART E - COMPLAINTS

E1. If the Customer wishes to make a complaint about a service offered by URS, they may do so by sending an email to complaints@urs.holdings.com or skargi@urs.holdings.com.

E2. All complaints will be duly recorded and verified, and any corrective action deemed necessary will be communicated to the complainant within 30 working days of receipt by URS.

E3. Customers may also address their complaints to REDcert EU at <https://www.redcert.org/pl>.

E4. The customer shall record and keep a register of all complaints received regarding compliance with the certification requirements and make this documentation available to the certification body upon request. The customer shall also take appropriate action on the basis of these complaints and any deficiencies found in the certified products and compile the relevant documentation.

PART F – APPEALS AGAINST URS DECISIONS

F1. The client has the right to appeal against any URS decision within 30 days. The client should send the appeal by email to: appeals@urs.holdings.com or odwolania@urs.holdings.com.

F2. URS shall document its decision on the outcome of the full and thorough investigation and forward it to the Customer within 30 working days of receiving the appeal.

PART G – CONFIDENTIALITY PROVISIONS

G1. All information provided shall be treated as strictly confidential and shall not be disclosed to any party other than the Certification Body, the Competent National Authority or REDcert GmbH without the Customer's consent.



G2. URS manages and processes the Client's data, including personal data, for the purpose of performing this Agreement. All obligations of confidentiality and protection of personal data also rest with URS employees, who are obliged to comply with these obligations.

G3. The obligation of confidentiality does not apply to information that is already in the possession of the disclosing party, is publicly available, has been obtained independently of the parties involved in the contractual relationship concerning the subject matter of the contract, or has been obtained from a third party without restrictions.

G4. Notwithstanding the above, information that is not considered confidential is information that:

- has become publicly known through no intentional cause or fault of the receiving party;
- was lawfully in the possession of the receiving party prior to the conclusion of the agreement, unless the information was subject to another previously concluded agreement on the protection of information;
- is the result of activities in the course of which the receiving party independently came into possession of it and can prove this fact by means of its records, or is confidential information of a third party;
- is disclosed to the receiving party after the signing of this agreement by a third party who, at the same time, did not obtain the information directly or indirectly from the party who possesses it.

G5. URS shall publish publicly available information about certified clients on its website.

G6. If the Certification Body is required by law or contract to provide confidential information relating to the subject of a client's audit, the client or the data subject shall be required to provide such information to URS upon request, if permitted by law.

PART H – DECLARATION OF IMPARTIALITY

H1. URS hereby declares that it understands the importance of maintaining impartiality in the performance of management system certification activities and actively manages any potential conflict of interest or threat of conflict of interest.

H2. URS has approved internal procedures to ensure the objectivity of all activities related to management system certification. Necessary measures are taken to maintain impartiality and independence. These are embedded in: company strategy and policy, risk analysis, certification decision-making, audit results, evaluation and selection of personnel. The independence, impartiality and credibility of URS personnel, as well as the management of conflicts of interest and the objectivity of the Certification Body's actions and decisions, are regularly verified.

H3. Decisions concerning URS in the certification process are always based on objective evidence of compliance. Interested parties have the opportunity to lodge a complaint or raise an issue of impartiality by contacting info@urs.holdings.com.

PART I - GUARANTEES

I1. In the event of a non-conformity, the Client has the right to have the audit and certification service repaired or redone by URS. The Client is obliged to notify URS in writing of the non-conformity. URS will agree with the Client on a deadline for remedying the non-conformity.



12. URS shall be liable for damages resulting from loss of life or injury to health and for other damages resulting from intentional breach of duties and negligence of employees or persons delegated by URS to perform the audit and certification service.

13. URS has civil liability insurance covering the subject matter of this agreement in the amount of PLN 1 million for each individual claim. Civil liability insurance also covers unintentional gross breach of contractual obligations. A gross breach of a contractual obligation means an obligation whose breach may jeopardise the achievement of the purpose of the contract and whose fulfilment is constantly expected by the contracting party. For the purposes of this agreement, the parties limit the foreseeable and typical damage for this agreement to a maximum amount of PLN 1 million for each individual claim. Any liability of URS exceeding this amount is excluded.