

CODE OF PRACTICE FOR 2ND PARTY AUDITS

1. Introduction

This Code of Practice has been established in accordance with the specific requirements of the certification program, whose fulfilment by the auditee is reviewed by SGS-TÜV Saar GmbH or SGS-International Certification Services GmbH (hereinafter: "SGS") during an audit.

2. Scope

SGS provides services to natural persons, companies or companies (hereinafter referred to as "customer"). SGS may provide services itself or, in its sole discretion, by (a) its own employees, (b) an affiliated SGS company or (c) another trusted natural or legal person. If parts of the services are subcontracted, SGS shall be fully responsible for the award, maintenance, extension, restriction, suspension or withdrawal of any certifications that may be mandated and remains responsible for ensuring that such agreements are properly documented.

SGS informs customers in good time about changes in certification requirements.

3. Confidentiality

SGS treats information that is made known to it in the course of its activities confidentially at all levels of the company. Except in the context of a statement in a judicial procedure or due to binding administrative or mandatory legal regulations, no information will be disclosed to third parties. The name, address and other contact details of the customer as well as the scope of the certification can be included in relevant directories.

4. Conclusion of the contract

After any preliminary talks with the customer, an offer with information on the scope and cost of the services will be sent to the customer.

5. Customer's obligations

The customer is obligated to observe the following procedures and rules in order to obtain and maintain any certification commissioned:

(a) The customer provides SGS with all documents, product samples, drawings, specifications and other information required by SGS to carry out the project. The customer appoints a person authorized to maintain contact with SGS.

(b) If SGS finds that not all requirements for a certification have been met, it informs the customer of the points that led to the failure of the certification.

(c) Should the customer be able to prove within the time limit set by SGS that remedial measures have been taken to meet all requirements, SGS shall arrange for a repetition of the necessary parts of the project, provided that this is within the scope of the order. The additional costs for the repetition shall be borne by the customer.

(d) If the customer has not taken any acceptable remedial measures within the time limit set to him, a repetition of the entire project by SGS may be necessary, provided this is the subject of the order. The additional costs for such a repetition shall be borne by the customer.

(e) The declaration of conformity applies only to those sites that are listed in the certificate or other attachments to the certificate that have been issued.

6. Issuance of certificates

If SGS is convinced that the customer and/or a subcontractor of the customer or other third parties to be audited on behalf of the customer (hereinafter referred to as "supplier") meet all the requirements for certification, SGS shall inform the customer of this result and, if instructed, issue a

corresponding certificate for the customer and/or the supplier.

The certificate remains the property of SGS and may only be copied or reproduced for third parties if the word "copy" is noted on the certificate.

The certificate issued, if any, shall remain valid until the end of its term, unless a monitoring audit determines that the customer and/or supplier no longer meet the relevant standards, norms or regulations in accordance with the certification program.

SGS reserves the right, in its sole discretion and subject to applicable regulations, to determine on a case-by-case basis that the issuance of the certificate is contingent upon the full satisfaction of any compensation or other payment claims of SGS in connection with the applicable Certificate or prior services provided to Customer.

7. Certification mark

After a certificate is issued, SGS can also allow the customer to use a specific certification mark. After a certificate is issued, SGS may also allow the customer to sublicense the use of a specific certification mark to a supplier. The use of such mark is subject to the customer and/or supplier having a valid certificate for the certification program and complies with the Rules for the use of SGS Certification marks. Any misuse of the certification mark constitutes non-compliance with certification requirements and may result in the suspension of the certification. The responsibility for compliance with the obligations under this contract remains exclusively with the customer in the case of sub-licensing to a supplier.

8. Monitoring

If contractually agreed, regular monitoring audits are carried out in connection with the certification programme. The customer ensures that the auditor is granted access to all

locations or products for monitoring purposes whenever necessary. Depending on the certification program, SGS reserves the right to make unannounced visits.

The results of each monitoring visit shall be communicated to the customer.

9. Recertification

Renewal of the certificate at the end of the certified period requires a re-application by the customer. The customer is usually informed of the approaching need for recertification during the last visit before recertification, i.e. the last monitoring audit within the respective certification period. However, the customer bears full responsibility for applying for recertification in due time.

10. Extension of the scope of the certification

The customer makes a separate inquiry, provided that the scope of a possibly granted certificate to additional locations or areas should be extended. For site/areas not yet certified an audit is carried out. The costs for such an extension of the scope of the certification are dependent of the type and scope of services.

11. Changes

The customer informs SGS in writing of any intended changes that may lead to a deviation from standards, norms or regulations in connection with the certification program. SGS then decides whether the planned changes require additional audits. If the customer fails to inform SGS about the planned changes, this may result in the suspension of the certificate

information, this may result in the suspension of the certificate. add additional audits. Failure by Customer

to notify SGS of planned changes may result in suspension of the certificate.

12. Customer advertising

If the respective valid regulations regarding the certification mark(s) are complied with, the public presentation of the certification and the presentation of the respective certification mark on letterheads, in advertising materials and websites in connection with the respective scope of certification is permitted. SGS may permit customer to transfer such authorization to a supplier. A transfer of this authorization by the supplier however is not permitted.

In any case, customer shall ensure that publications and advertising materials with regard to certified and non-certified systems, products, locations, etc. do not create any ambiguity or mislead third parties in any other way. This obligation also exists in the event of sublicensing to a supplier.

13. Misuse of certificates and certifications marks

SGS is entitled to take appropriate measures at the expense of the customer against false or misleading indications of certification or against the misuse of certificates or certification marks. These include the suspension or withdrawal of any issued certificates, legal action and/or publication of the misuse. This entitlement also exists if the facts referred to in the first sentence have been carried out by a supplier.

14. Suspension of certificate

SGS may suspend an issued certificate for a certain period of time in particular in the following cases:

- (a) when a request for remedial action has not been satisfactorily complied with within the time set; or
- (b) if a case of misuse pursuant to section 13 is not appropriately remedied by withdrawal of the

certificate or other appropriate remedies taken by the customer; or

(c) in the event of a breach of the Offer, the General Terms and Conditions, this Code of Practice or the Rules for the use of the SGS certification mark; or

(d) audits or tests are not carried out within the prescribed timeframe.

The customer and/or the supplier is not allowed to call himself being certified or to use certification marks in the event of the suspension of his certificate.

SGS informs the customer in writing of the suspension of certificates. At the same time, SGS sets out the conditions under which the certificate can be reinstated. At the end of a suspension period, it shall be examined whether the conditions laid down for the reinstatement of the certificate have been met. Upon compliance with the conditions, the suspension will be lifted and the customer will be informed of the reinstatement of the certificate. If the conditions are not met, the certificate is revoked.

The customer bears all cost that arise out of the suspension and the reinstatement of certificates

15. Withdrawal of certificates

A certificate may be withdrawn if

- (a) the customer and/or supplier take insufficient remedial action in the event of the suspension of certificates;
- (b) the contract with the customer is terminated by SGS.

In all these cases, SGS is entitled to withdraw the certificate with written notification to the customer.

In the event of withdrawal of a certificate, the costs of the audit(s) will not be reimbursed by SGS.

16. Cancellation of certificate

A certificate will be cancelled if (a) the customer informs SGS in writing that a renewal of the certificate is not desired, (b) customer's business operations are discontinued or (c) the customer does not submit the request for renewal in time.

In the event of the cancellation of the certificate, the costs of the audit(s) will not be reimbursed by SGS.

17. Miscellaneous

Unless otherwise expressly agreed in writing, all services will be provided in accordance with the General Terms and Conditions for the performance of 2nd party audits. In the event of any contradictions between these and the provisions of this Code of Practice, the General Terms and Conditions for the performance of 2nd party audits shall prevail.

Version: June 2012

**SGS IS THE WORLD'S LEADING INSPECTION, VERIFICATION, TESTING AND CERTIFICATION COMPANY.
SGS-TÜV SAAR GMBH AS A JOINT VENTURE OF SGS AND TÜV SAARLAND E.V. ENSURES THE RELIABILITY
AND QUALITY OF PROCESSES, PRODUCTS AND TECHNICAL SERVICES.**