



SPECIFIC CONDITIONS OF CERTIFICATION SERVICES

1. GENERAL

- 1.1 These specific terms and conditions of service (the "Specific Conditions of Certification Services") are governed by the General Conditions for Certification Services of Bureau Veritas Certification.
- 1.2 **[Full legal name of the appropriate legal entity]** ("Bureau Veritas Certification") offers certification services ("**Services**") covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("**Client**").
- 1.3 To achieve and preserve certification, Bureau Veritas Certification's Clients are required to develop and maintain their management systems in accordance with said specifications, allowing unconditional access to Bureau Veritas Certification to audit or otherwise verify these management systems against said specifications.
- 1.4 The certification awarded by Bureau Veritas Certification covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by Bureau Veritas Certification. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their products and shall defend, protect and indemnify Bureau Veritas Certification from any and all defects, claims or liability arising from said products.
- 1.5 The issued certification does not exempt Clients from their legal obligations in respect of the services or products in the scope of their management systems.

2. REQUESTS FOR CERTIFICATION

- 2.1 **Single-Site Offer:** offer issued by Bureau Veritas Certification to a Client for the Services for one site and/or location.
Multi-Site Offer: offer issued by Bureau Veritas Certification to a Client for the Services for two or more sites and/or locations.
- 2.2 The Client will be asked to supply detailed information about the size and scope of their operations subject to Bureau Veritas Certification's Services.
- 2.3 Upon receipt of this information Bureau Veritas Certification will issue a Bureau Veritas Certification Order Form to the Client.

- 2.4 Where a Multi-Site offer is made, Bureau Veritas Certification Multi-Site offer is based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to IAF MD1 latest edition. Where any subsequent audit information supplied by the Client is found not to be accurate, Bureau Veritas Certification reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure the aforementioned rules are complied with.

3. THE INITIAL CERTIFICATION PROCESS

- The details of the Services to be provided must be agreed between the Client and Bureau Veritas Certification.
- 3.1 **PRE-AUDIT**
The pre-audit is an optional chargeable audit, which is designed to preview the Client's management system for areas of the specifications against which the Client asks for certification. Bureau Veritas Certification will issue a Report to the Client detailing the findings of this audit in due time including any identified appropriate actions.
- 3.2 **STAGE 1 AUDIT**
Bureau Veritas Certification will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit systems).
- 3.3 **STAGE 2 AUDIT**
Bureau Veritas Certification will provide an audit programme prior to the commencement of the audit. The Bureau Veritas Certification audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The Bureau Veritas Certification audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit. The Bureau Veritas Certification audit team will prepare and present to the Client's management a report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

3.4 CHANGES TO STAGES 1 & 2

If as result of Stage 1 Bureau Veritas Certification determines that the Stage 2 arrangements (*i.e.* changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.

If after Stage 1 Bureau Veritas Certification determines that Bureau Veritas Certification is not ready, Stage 1 can be repeated until it produces satisfactory result to proceed with Stage 2.

When Stages 1 & 2 are planned back to back Bureau Veritas Certification has the right to postpone Stage 2 at the expenses of the Client if the results of Stage 1 are not satisfactory to proceed with Stage 2.

3.5 NONCONFORMITY

Bureau Veritas Certification auditors will only identify nonconformities that help Clients improve their management systems.

When Major Non Conformity or Major changes occur, Bureau Veritas Certification undertakes a "special follow up visit", which is charged at Bureau Veritas Certification's current rates.

All fees to review Client's proposed actions to close Minor Non Conformities are charged on a time basis.

3.6 ISSUANCE OF CERTIFICATION

Bureau Veritas Certification will issue to the Client Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the audit team have been completed.

Bureau Veritas Certification will refuse certification decision until the above conditions are fully met

The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit and the scope of the management system.

4. CERTIFICATION MAINTENANCE.

4.1 SURVEILLANCE

Bureau Veritas Certification operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The programme is ongoing and is agreed with the Client in the Agreement.

Once Bureau Veritas Certification has agreed the dates, the Client should make all necessary arrangement to maintain the agreed date. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the last day of the stage 2 audit.

4.2 RE-CERTIFICATION

Every three (3) years Bureau Veritas Certification will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the audit team and completed), Bureau Veritas Certification will re-issue the Client's certification and the Certificate of Approval(s). It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

5. CERTIFICATION CHANGES

The Client is requested to inform Bureau Veritas Certification promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification.

Change of site, additional sites, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. Bureau Veritas Certification will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client.

6. BUREAU VERITAS CERTIFICATION AND ACCREDITATION MARK

The Client shall use the Bureau Veritas Certification and Accreditation Body marks in accordance with the instructions for use that Bureau Veritas Certification provides including the requirements provided in Article 6 - Intellectual Property of the General Conditions for Certification Services.

There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. Bureau Veritas Certification mark and/or Accreditation Body mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

7. ACCREDITATION BODY ACCESS

The Client shall allow the Bureau Veritas Certification's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the Bureau Veritas Certification audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or Bureau Veritas Certification.

8. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL.

Bureau Veritas Certification reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give a three (3) months written notice or shorter notice as the situation may require depending upon the information available to Bureau Veritas Certification. If such actions are deemed necessary the Client will be fully briefed, and will be given every possible opportunity to take corrective action before a final decision is taken on what action Bureau Veritas Certification should take.

Suspension is lifted and certification is restored upon satisfactory clearance of non-conformities and verification by bureau Veritas Certification of the compliance of client's management system.

Suspension initiated by BVC is a result of one of these situations:

- There is a persistent failure of the client's management system to meet the certification requirements – this includes the effectiveness of the management system
- A major nonconformity is raised during a special surveillance, which indicates that insufficient action was taken by the client to solve raised nonconformities.
- Failure to accept a surveillance audit within the specified time period (SV1, within 12 months of certification decision and SV2 annually from SV1).
- Improper use of BVC logo was discovered and has not been resolved effectively by the client after notification by BVC.

• The Client did not need to pay the services fees
WITHDRAWAL OR CANCELLATION will be activated when the clients did not response to the suspension warning and remove the main cause of suspension
Bureau Veritas Certification reserves the right to publish the fact that such action has been taken.

9. APPEALS, DISPUTES AND COMPLAINTS

Should the Client wish to appeal against or dispute any decision of Bureau Veritas Certification, it should do so in accordance with the Bureau Veritas Certification appeals procedure, available on Bureau Veritas Certification website or upon request.

Should a complaint arise about Bureau Veritas Certification, such complaint shall in the first instance be made to the local Bureau Veritas Certification office. If the Client does not wish to complain directly to the local Bureau Veritas Certification office, the complaint shall be sent in writing to Bureau Veritas Certification Holding SAS, 67/71 boulevard du Château, 92200 Neuilly-sur-Seine (France) attention to: Certification Vice President.