

Rules and Obligations for Management System Certifications

1. Scope

This document defines the rules and obligations of CertX and the Client with respect to the certification of management systems according to international standards as issued by ISO, IEC, CENELEC or others.

2. Application

2.1. Application / Quotation

CertX provides each prospective client an indicative, non-binding quotation detailing the services that will be provided and the associated costs.

Pursuant the applicant has to file a written application defining the management system standard, the number of total staff and the sites to be included in the certification as to start the auditing procedure.

Once CertX confirmed the requested certification scope under its accreditation and the client has accepted the quotation, a contract will be concluded between the parties. This constitutes the acceptance of the certification criteria and procedures to be applied and of the rules and obligations described hereunder, both as an annex to the contract.

If certification scheme and/or its requirements are adapted in the frame of an ongoing audit and certification process the contract shall be amended accordingly and signed by both parties again.

2.2. Application fee

The application fee will be due, before starting of the auditing procedure.

3. Auditing Procedure

The CertX certification for the management system to be certified is based on examinations of the management system documentation and its adherence of the applicant.

If other certification bodies have already performed corresponding audits and the applicant client is in position of existing certificates and audit reports, these equivalent audit / certification reports may be submitted. They will be verified by CertX in terms of plausibility and applicability and may be considered for the certification procedure.

After conclusion of the audit stage two, subject to that all non-conformities have been successfully closed, CertX will provide the applicant with the pertinent certificate on which a period of validity of recognition (normally 3 years up to the limit of specified standards) is defined.

In an addendum to the certificate, the technical fields and the activities as well as the physical facilities, which are the specific objects of certification, are named and identified as such.

CertX will further deliver an electronic version of the certification mark to be used by certificate holders, rules of usage are defined in paragraph 8 of this document.

CertX will also inform the applicant if certification cannot be granted. This information shall include the reason to support the applicant to improve its management system, but it shall not include any consultancy.

The applicant may appeal against such a decision according to rules defined in paragraph 5.2 of this document.

4. Surveillance and re-certification

In accordance with its rules and practices, CertX will periodically audit certified management systems including a selected sample of sites. These audits consist of yearly surveillance audits or of one re-certification audit at the end of the certification period. Those periodic surveillances will be at the expense of the certificate holder according to the agreed fees and governing contract including the program for a certification cycle.

CertX will inform the certificate holder about the cost estimate for the surveillance audit before commencing of initial or re certification.

In the case that these audits reveal that the original certification criteria are no longer being fulfilled or in case of serious violation of the certification criteria and related procedures, rules and documents, CertX may suspend or withdraw certification (see paragraph 6.4).

Surveillance audits are due approximately every twelve months. CertX will plan its surveillance activities well in advance and will inform the certificate holder with an appropriate lead time. The planning and the content of the surveillance programmes shall be based on an appropriate risk evaluation and on the results of the last audit(s). However, if indicated CertX can decide to carry unannounced surveillance audits at any time.

Surveillance audits normally are conducted on-site but may be carried out as a remote audit as well.

4.1. Appointment of auditors

Normally auditors are appointed for a full certification cycle of 3 years. This means that surveillance audits are normally be carried out by the auditors appointed by CertX for the initial audit.

Should an applicant client not agree with an appointed auditor for justified reasons, CertX will appoint another auditor.

It remains at the CertX's discretion to appoint new auditors, subsequent to pertinent discussion with the certificate holder. In such cases the appointment of new auditors shall not increase the efforts for the certificate holder and CertX should ensure appropriate preparation of the new appointed assessors at CertX costs.

The certificate holder may in turn request that new auditors be appointed. Should the latter circumstance arise, the certificate holder will be advised that the appointment of new auditors may result in additional

costs, which would be subject to discussion and agreement between CertX and the given certificate holder.

5. Appeals and complaints

5.1. Complaints

Applicant clients seeking to certify their management system are encouraged to approach CertX with comments, suggestions or complaints at any time. CertX will deal directly with all issues thus broached.

In case complaints are not adequately addressed, these should be addressed formally to the CEO of CertX who shall acknowledge the receipt. The CertX CEO shall respond to the complaint in writing if necessary, after consultation of the advisory board.

5.2. Appeals

The applicant or certificate holder has the right to appeal decisions concerning the certification decision of CertX. Appeals must be sent directly to the CEO of CertX in writing, supported by relevant and substantial documentation. CertX shall acknowledge the receipt of the appeal in writing.

The CEO of CertX shall immediately inform its advisory board, who shall deal with the appeal without any delay.

In due course, the advisory board shall submit their pertinent conclusions and recommendations to CEO of CertX, who shall communicate in writing his decision to who submitted the appeal in question.

6. Termination of a certificate

A certificate terminates either by voluntary termination, expiry or withdrawal. After such a termination the certificate may not be used anymore, see also paragraph 8.3.

CertX retains the right to publish valid certificates as well as termination of certificates.

6.1. Expiry

A certificate terminates automatically at the end of its validity period. If a certificate holder decides not to renew its certificate, certification status ends automatically with its expiry date.

CertX will inform the certificate holder in writing about the expiry of the certificate.

6.2. Voluntary Termination

The certificate holder may terminate its cooperation with CertX at any time according to the prevailing contract.

In case of termination of certification status, the certification marks shall not be used anymore after the date of termination. Clients of the certificate holder must be informed accordingly.

6.3. Voluntary suspension

A certificate holder can voluntarily ask for a temporary suspension of its certificate. Any reason such as changes in the management or technical support, changes in the facilities or equipment, marketing policy or any other reason where the criteria as outlined in the respective standard are not anymore fulfilled could justify such a decision. The certificate holder shall inform its decision in writing to CertX. Confirmation is given to the certificate holder and the rules according to paragraph 8.3 apply.

6.4. Suspension and Withdrawal

In case of a serious transgression by a certificate holder, such as but not limited to

- The certificate holder becomes bankrupt or a bankruptcy petition is filed,
- the certificate holder does not pay its certification fees,
- the certificate holder does not accept as binding for himself amendments of the general terms and conditions, of the certification regulations or of the agreed remunerations,
- non-compliance with the standards, major non-conformity not corrected within a fixed time limit,

- if the certification criteria are not anymore fulfilled or the certification rules as set out in this document are not anymore met,
- if a drastic decrease of the quality and reliability of the products or services occurs or other serious deficiencies are discovered which may lead to doubt about the quality and reliability of the certified management system,
- if the certification mark is used in an incorrect way (see paragraph 8.2).

CertX shall send a warning letter defining the transgression and requesting corrective actions to the certificate holder.

A deadline (typically of 1 to 4 weeks depending on the gravity of the presumed transgression) will be given to the certificate holder in order to bring the proof that corrective actions have been implemented and the transgression has been eliminated.

If corrective actions are not satisfied satisfactorily and transgressions persist, CertX may either suspend or withdraw the certificate

A suspension shall normally not exceed 6 months. After 6 months without successful corrective action, the certificate is withdrawn. Exceptions can be granted by the CEO of CertX with consultation of the advisory board upon written request of the client.

A withdrawal of the certification status implies that the concerned certification holder shall apply for a new certification and follow the procedures laid out, see paragraph 2 et sq.

In case of a suspension or a withdrawal the rules according paragraph 8.3 apply.

The body concerned has at any time the right to appeal against a decision taken by CertX pursuant to paragraph 5.2.

6.5. Reinstatement

A certificate under suspension can be reinstated.

After a suspension CertX will ensure that all non-conformities have been successfully closed according to the prevailing certification criteria and paragraph 6.4.

CertX reserves the right to reinstate the certificate with a reduced scope of certification as a condition of the reinstatement. Further prior to reinstatement CertX may carry out an additional audit.

6.6. Expenses

The concerned certificate holder will bear all the incurred costs (including the correction in the documents, register, withdrawal of certificates, etc.) up to the date of termination.

In case of termination of a certification before the end of the given period of validity, the license fees will be calculated pro rata.

A client with its certification status suspended but not withdrawn shall pay the same fee as a certificate holder.

7. Notification of changes and deficiencies of certified management systems

The certificate holder pledges to take care that its management system is maintained and continuously improved as appropriate, to assure fulfilment of the normative requirements on a continuous basis and to perform according to the CertX rules and procedures as defined in this document.

Certificate holders will notify CertX immediately about any significant changes. as far as ownership of the organisation, its legal status, the management system, the relevant key staff, its relevant subcontractors, and other relevant cooperation's, etc. are concerned. CertX will evaluate those changes and reserves the right to perform additional surveillance audits.

Further the certification holder shall, in the frame of its management system, keep all records concerning complaints. If actions are necessary, these shall be taken immediately and be recorded. CertX will investigate these complaints in the frame of its surveillance activities.

8. Rules for the use of the certification mark and documents

The chapter defines the proper use of the certificate, the certificate number and certification mark. In case of doubt advice from CertX shall be considered. Exemptions from these rules can be granted by CertX in writing.

8.1. The certification number

The certification number is an alpha-numeric unique identifier and will be assigned by CertX and marked on the certificate.

The certification mark shall be used exclusively together with the certificate number. The certification number establishes the link to the CertX website, which provides detailed information about certified management systems such as the directory of certification and the accreditation status of CertX.

The certificate number shall also be mentioned if the certification mark is not visible but if it is referred to it in written form.

8.2. Publication of certification marks and documents

Certification mark and certification number must always be presented completely and together.

If the certificate holder refers to its certification status, the mark and the number must be used together as mentioned above.

It is allowed to print the certification mark, combined with the certification number, in any size, nevertheless, the proportions of the certification mark must not be changed. Certification marks and the certification number must not be scaled down to an extent not legible anymore. The certification mark can be printed either in black and white or in colour.

Reference to certification may alternatively be given in written form. In this case too, the statement of the certification number is compulsory.

If certification documents issued by CertX are copied or reproduced, this shall be done in their entirety.

Sites of a certified organisation, which are not covered by the certified organisation must be clearly identified when mentioned on documents (price lists, order forms etc.) referring to the certification.

The certificate holder must abstain from using its certification documents and the certification mark in a manner which would discredit CertX and from making any declarations about its certification which CertX may consider as misleading or not authorized.

The certification holder must abstain from using the certification mark on products or in a way as to imply that products are certified.

Any indication of the accreditation status of CertX has to be agreed by the certificate holder with CertX on a case-by-case basis in writing.

Information and advertising material

References to the certification status, for example by using the certification mark on advertising material, letters and other documents is generally possible. However, it must always be clear that the management system is covered by certification and not products. Further it must be clear for which particular management standard a particular certification is valid.

Prior to the printing proof of critical documents, certificate holders should contact CertX in order to clarify possibilities for correct presentation of the certification mark.

8.3. Termination or suspension of the certificate

If the certification status is terminated or suspended according to paragraph 6 the certificate holder shall immediately assure that certification marks are not anymore used and any references to certification status are not made anymore. from the date of

termination or suspension. Certificate holders shall inform their clients immediately about suspension or withdrawal of their certification status.

This also means that all advertising and marketing documents must be changed in a way that it is clear for all clients and other interested parties, that certification is not valid anymore.

CertX will register the termination or suspension on their website of certified management systems.

CertX reserves the right to carry out additional surveillance audits to avoid any misuse of the mark or other reference to certification in such cases.

After a reinstatement of a certificate CertX will update its certification register accordingly.

8.4. Surveillance

CertX will regularly survey the correct use of its certification mark. In case of misuse, CertX may withdraw the respective certificate immediately.

9. Revision of certification requirements

Should the relevant certification criteria or the rules of the CertX certification system be modified, the certificate holder is obliged to adopt these changes within an agreed period of time or to renounce its certification status. CertX will inform in due time its certificate holders about planned or realised changes.

10. Confidentiality, IP protection and Public Information

CertX will treat all information and documents linked with the audit and certification process of an applicant or a certificate holder as confidential.

CertX confirms that only authorized persons are allowed to use the documentation provided for auditing and certification and ensures that appropriate confidentiality agreements with those persons are in place.

The applicant or certificate holder shall guarantee that they are authorized to use the documentation provided for certification purposes and assure contractual agreements with 3rd parties or their staff with respect to confidentiality and the use of their intellectual property rights in the certification process.

The applicant or certificate holder hereby defend, indemnify and hold harmless CertX against any third-party claims in respect of any claim by any third party on the ownership or the use of the documents supplied.

CertX keeps an official register of certified organisations with indication of the scope of their management system certification on its website www.CertX.com

CertX reserves the right to publish a list of the certified organisations with indication of the scope of their certified management systems for consumer information.

The holder of a CertX certificate has the right to disclose audit and certification reports and certificates, however, in full wording only and stating the date of issue.

11. Granting access

All required specifications and documentation of the management system shall be delivered to CertX.

In order to carry out audits and surveillance adequately, appropriately and meaningfully, the applicant agrees to provide the CertX staff and its designated assessors with full access to all information, staff and facilities within the areas relevant to the audit, and in these terms, free of charge. This includes also access of subcontractors of CertX and accreditation bodies.

12. Storage of documents

CertX will keep all certification related documents relating to an applicant or certificate holder for ten years after termination of the relevant management system certification or re-certification.

The obligation to store documents will supersede any potentially contradicting

agreement made with the Client in a non-disclosure agreement or similar.

The furnished documents shall be retained in the archives after concluding the certification, even if a certificate has not been granted.

CertX is not liable for damages incurred on the furnished documents due to burglary, theft, fire or water. However, CertX has to treat the documents with the same care it would apply to its own similar concerns.

13. Fee Structure

The following fee structure will apply:

13.1. Application fees

The application fees cover:

- the review of the application
- the opening of the relevant files
- the definition of scope and extent of audits certification, which are depending on the number of staff, number of sites as well as of risks involved.

13.2. Audit fees

The audit fees cover the whole audit procedure inclusive the elaboration of the respective reports.

13.3. Certification fees

The certification fees include

- the establishment of the certification documents of the publication of the certificates
- These costs from Paragraph 13.1 to 13.2 apply in case of a positive or negative decision.

13.4. License fee

These costs

- cover the use of the certification mark
- contribute to the maintenance of the certification system
- and cover the maintenance of the respective client file

The licence fee applies in case of a positive decision and is due annually.

13.5. Other services

All other efforts will be chargeable according to the prices defined in the prevailing service contract or the CertX applicable hourly rates and expense policy.

All prices quoted are net of any taxes or duties and nominal in the currency quoted.

14. Violation of the certification regulations

In the event of culpable violations of the certification regulations by the client, CertX shall have the right to demand, in addition to the declaration of invalidity of the certificate, a contractual penalty of up to CHF 25'000 for each infringement by the certificate holder.

This applies in particular (1) in cases of unlawful use of the certification marks or (2) for inadmissible advertising using certification marks or certificates of CertX.

In addition, CertX reserves the right to terminate the Certification Agreement with immediate effect and to declare any additional, existing certificates of the client invalid after it confirmed that it no longer has any confidence in contract compliance and the reliability of the client because of the violation of the certification regulations.

CertX reserves the right to claim compensation from the client for expenses incurred by CertX owing to the violation of the certification regulations by the client.

15. Language

The language of all communication, data and information shall be in English if not specifically agreed otherwise.

16. Amendments of the certification regulations

These certification regulations may be amended from time to time.