

TERMS AND CONDITIONS BETWEEN THE AQC AND THE CLIENT ORGANISATION FOR REGISTRATION SERVICE AGREEMENT (RSA) SERVICES.

(ONCE CHECK BOX ON AQC PORTAL IS CHECKED BY THE REPRESENTATIVE OF THE CLIENT ORGANISATION THEN IT IS ACCEPTED BY THE ORGANISATION)

1. General requirements

- a) Certification Audit of Client's management system shall be performed on the basis of the requirements of applicable standards.
- b) The audit program shall include a two-stage initial audit, surveillance audits in the first and second years, and a recertification audit in the third year prior to expiration of certificate.
- c) An audit plan is established for each audit in contract with the Client.
- d) A documented report is provided after each audit.
- e) Client shall make all necessary arrangements for the conduct of the audits, including provision for examining documentation and access to all processes and areas, records and personnel for the purpose of initial certification, surveillance, recertification and resolution of complaints.
- f) Client shall make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors).
- g) Client shall comply with certification requirements.
- h) AQC is Accredited by JAS-ANZ, Australia.
- i) The certification period shall be 3 years subject to completion of successful surveillance audit.

2. Public Notice

AQC maintains a list of its Certified Organizations. The information in the list is available to the public on its website. Updates to the list will be performed on monthly basis

3. Responsibility of AQC:

This agreement shall become a contract between the Organization and upon its acceptance by way of AQC portal, This agreement, upon such acceptance, is mutually agreed to contain all and the only agreements between AQC and the Organization, and that no representative or representative from either party has made any statements, representations or arguments, verbal or written, which contradicts or adds to this agreement. AQC reserves the right to make revisions to the contract and to issue a new agreement, which will become a contract between the Organization and AQC when accepted by both parties. Except as otherwise provided herein, both AQC and the Organization may terminate this agreement without cause upon written notice of such termination within thirty days prior to the date of such termination with the exception that accrued fees shall be payable in accordance with the terms contained herein. As a party to this agreement, AQC is responsible for conducting the assessments and providing certification in accordance with the current issue of AQC Quality Management Systems Certification Scheme Regulations to ISO series of standards which forms an integral part of this Agreement. . AQC as an accredited certification body does not provide any consultancy or internal audit services or assistance in the implementation of documented quality system to any organization preparatory to its assessment for certification. AQC will keep the Organization updated on changing certification requirements, Certification process, surveillance, re-certification and Resolution of complaints, if any.

4. Responsibility of Organization:

As a part to this agreement, the Organization agrees to provide AQC with all documents, information and facilities at sites as required, to enable AQC to provide its services under this Agreement and sites will be audited as per the sample plan prepared by AQC.

5. Terms of Payment:

- (a) Invoices / Performa Invoices for services rendered in accordance with certification services agreement upon the basis of the Application Form for Registration duly signed by the Organization & shall be submitted to the organization. Charges and fees shall be based on AQC's Schedule of Fees identified in work order effective at the time when agreement is accepted or as amended and agreed to by both parties and complying to the Annexure K Rules of Certification.
- b) Postponement of confirmed on-site audit dates may result in charges up to 50 percent of scheduled on-site assessment plus all pre-paid expenses.
- c) In the event an account is not paid or otherwise resolved within 30 days after the date of invoice, Thereafter, interest will be become chargeable on the outstanding amount @ 18% per annum.
AQC may at its option:
 - Refuse any further consideration of the agreement,
 - Not issue a certification document or
 - Terminate this agreement with reasons in writing
- d) Fees and expenses incurred by AQC in connection with collecting past due accounts shall be the responsibility of the Organization.
- (e) Certificate of Registration will only be issued upon successful assessment and when the outstanding invoices have been settled

6. Special Visit

Fees for special Surveillance visits, as and when, required to be made to the Organizations premises, will be specifically quoted and charged, separately.

7. Pre Certification Terms and Conditions

- a) The Organization agrees to comply with relevant provisions of the provision of the standard requirement for which the certificate is applied, with the requirements for certification-granting, refusing, maintaining, reducing, renewing, extending, suspending or restoring followed by suspension, withdrawing certification and recertification as specified in Certification Rules. If the organization has multiple sites the agreement shall cover all the sites covered by the scope of the certification.

- b) The accreditation body can select any accredited client for witness audit. The client shall permit for the witness audit and allow the accreditation body assessor's to assess the competency of the AQC auditor. There shall be no additional charges for witness audit and logistic expenses shall be borne by AQC.
- c) Due to any circumstances whatsoever, AQC can visit the client any time and if this visit is not for the purpose of Surveillance or follow-up audit, then no fees shall be charged.
- d) When requested, Organization shall make available all documents including complaint and related matters to AQC.
- e) AQC shall not be liable for any loss or damage due to any failure or delay in performance of this agreement resulting from any cause beyond our reasonable control, compliance with applicable regulations or directive of national, state or local governments is the responsibility of the client.
- f) Client will agree to ensure that the auditors/ assessors are properly briefed about health, safety and other necessary safety hazards that they may encounter during the audits. Client will be responsible for providing them with the personnel protective / safety equipment during the audits.
- h) Any statutes of limitations notwithstanding, the Organization agrees that its right to bring or assert against AQC any and all claims, demands, or proceedings, whether in arbitration or otherwise, shall be waived unless notice is received by AQC within thirty days after the Organization has taken notice of or should reasonably have been expected to have had notice of the basis for such claims; but it should be within ninety days of the service provided by AQC. Any arbitration or legal proceedings shall be treated as time barred/null and void if notice is not received by AQC within 90 days of its providing service on the basis
- i) Travel expenses of Assessment staff will be charged at actual from our nearest office. Boarding and lodging expenses shall be charged at actual where the assessment staff is required to travel overnight.
- j) The Certification process shall be initiated after the acceptance of this agreement.
- k) For the scopes not available with the certification body, the validity of certificate is contingent upon the organization agreeing and meeting the requirements specified in Certification Rules as given in our website and this agreement. The conformity with the requirements for certification is the responsibility of the organization. AQC shall issue a non-accredited certificate. As per the terms mutually agreed a fresh accredited certificate may be issued as and when the activity is accredited by Accreditation Body. In the event the client is issued a non-accredited certificate, AQC can provide an accredited certificate only after doing a fresh audit as per the terms mutually agreed. In case any change of rules or methodology is advised by the accreditation body, the same shall be applicable for certification body and the client for maintaining the validity of Certificate.
- l) After the acceptance of RSA, if the applicant wishes to cancel it, the advance or any other charges paid shall not be refundable. Liability of certification body is limited to a maximum of amount equivalent to the fees paid by the client. The offer given in RSA is valid for 60 days from the date of issuance.
- m) This Agreement will be governed exclusively by the laws prevailing under the jurisdiction of New Delhi courts only. In the event of any dispute the client/ organization and Certification Body agreed to submit exclusively to the jurisdiction of the courts located at Delhi for resolution of any dispute arising out of or in connection with this agreement.
- n) Having read and understood the terms of this agreement both the parties have entered into this agreement
- o) The client shall agree allow and give access to Auditors and/or personnel from Accreditation Body to witness the audit carried out AQC.
- p) In case of FSSC certification AQC charged the annual fee from the client on behalf of FSSC Foundation as prescribed by the foundation from time to time.
- q) In case of EnMS it is the responsibility of the client company that it has to inform that which site is ready for audit and can be included in the certification and which shall be exclude from certification as it is not ready.

8. Post Certification Terms and Conditions:

- a) **Certificates:** Certificates of conformity issued by AQC shall be the property of AQC and that these shall be returned to AQC if and when the certificate is withdrawn.
- b) **Use of Logos / Marks:** Right to use of AQC/JAS-ANZ/IAF logo/Marks are granted and the use of the marks are subject to validity of the certification period. The use of logo / marks does not imply that product / service is Marks certified. Logo/marks shall not be used after suspension/withdrawn as the case may be. The client company has to withdraw the logo/marks from the material on which used immediately like visiting card, stationery, hording website etc. In case the client has not removed the logo/marks as mentioned then AQC shall sent a notice to remove the logo/marks within 15 days. After giving the notice it is found that client company has not removed and using the logo/marks then AQC and/or JAS-ANZ can take legal action and proceed the legal suit for the infringement of the intellectual property of the AQC and/or JAS-ANZ as the case may be.
- c) **Voluntary withdrawal:** Client may request for suspension / withdrawal of certificate on temporary basis if they feel that their existing system does not comply / conform to the requirements of the standard.
- d) **Suspension and withdrawal:** AQC will impose the suspension based on the conditions defined in the certification rules which is provide to the client. AQC will Suspend and / or Withdraw the certificate if the client fails to meet the requirements of the Standard or Criteria, fees and / or expenses incurred by AQC are not paid / cleared and also in the opinion of the auditor that the terms of business of AQC you are complying with, is not established. The reasons which caused suspension shall be complied within 6 months after this the suspended certificate will be withdrawn. Under the withdrawal of certification the organization shall return the original certification and other related documents
- e) The client shall agree to inform AQC any changes with respect to Management System, Organizational change including personnel, change of location or address and any additional or deletion of processes / activities, fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority. Any such issues related OHS finding by any third party shall be brought into notice of AQC during Surveillance or Re-Certification Audit. AQC shall the action as appropriate.
- f) Certification is granted and maintained based on the limited sampling audit and AQC shall not be responsible for the client's failure to maintain the implemented documented system.
- g) **Complaints and appeals:** You have the right to complain against assessment / findings on decisions taken by AQC auditor / independent auditor. The complaint shall be in writing and an independent investigation shall be carried out AQC and the findings of the complaint will be intimated to you. You will also have the right to appeal against any decision taken. Any complaints received from third party will be forwarded to you regarding and the decision shall be disclosed to third party The action taken by you on these complaints shall be notified and communicated to AQC.
- h) AQC shall inform to the Certificate Holder about the new or changes in the requirements of FSSC within 2 months of the changes occur.
- i) AQC shall submit the following information to FSSC foundation and this information shall be made public and client is agreed with it:
 - o name and location of the certified organization
 - o scope of the certification
 - o date of the initial certification
 - o expiry date of the certificate
 - o in case of suspension or withdrawal; the date of suspension or withdrawal

- J) The Certified Organisation shall notify any situation within 3 working days to the AQC when the organization becomes aware of legal proceedings with respect to product safety or legality, or in the event of a product recall. The AQC shall take appropriate steps to assess the situation and any implications for the certification, and shall take any appropriate action.
- k) The AQC will participate in a risk based programme of office audits and announced, but unscheduled, audits of certified organisations. These audits shall be carried out in accordance to the GFSI requirements.
- L) AQC Conducts additional surveillance audits in the event that there is evidence or suspicion of nonconformity within the certified organization.

9. Fundamental Terms:

- 9.1. The Organization hereby warrants and covenants with AQC that it will, at all times, during the subsistence of the Agreement comply with all AQC requirements necessary for the issuance of the Certificate of Registration including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate of Registration is issued or such other reasonable requirements of AQC as are Necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with AQC's Accredited Quality System Certification Scheme Regulations.
- 9.2. As a mandatory requirement for continued validity of an Accredited Certificate of Registration, issued by AQC, the Organization, hereby, agrees to its certification or surveillance audit scheduled by AQC, to be witnessed by AQC's Accreditation bodies who's Auditors may accompany AQC audit team as and when required.
- 9.3. The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to AQC for the purposes of this Agreement.
- 9.4 The organization shall ensure that the information provided to AQC by the organization, relevant to its management system is kept updated and it shall promptly notify AQC of any intended change in its Management system which would significantly affect the effective implementation of its management system. Changes such as contact address and sites, legal status, scope of Certification, organizational structural changes needs to be communicated to the AQC
- 9.5 AQC shall inform the client, in advance, that the name, Geographical Location, scope of certification, Date of Issue, Date of Expiry, Date of Surveillance audit and status and standard of the certification are the information which intends to place in the public Domain and the any other information which is not meant to public domain asked by public cant be provided until and unless permission is taken from the client.
- 9.6 Any information about the client (e.g complaint, Notice or feedback) received by AQC from the any person other than client like complainant/Regulators/Statutory bodies or any other person shall be treated confidential and cant not be disclosed to client.
- 9.7 All other information, except for information that is made publicly accessible by the client, will be considered confidential by AQC
- 9.7 Except as required in this International Standard, is information about a particular client or individual disclosed to a third party without the written consent of the client or individual concerned will not be disclosed by AQC.
- 9.8 AQC have a policy governing any mark that it authorizes certified clients to use. It shall be provided with the certificate.
- 9.9 Certified organization shall not apply marks to laboratory test, calibration or inspection reports, such reports are deemed to be products in this context.

10. In the event of any significant change affecting the activity and operation of the organization, AQC may require to conduct a reassessment for further validity of the certification.

- 10.1 Organization shall conform to the requirements of the AQC when making the references to its certification status in communication with media through internet, brochures or advertising, or other documents
- 10.2 Organization shall not use or present the use of certification document in a misleading manner or make such statements.
- 10.3 Upon suspension and withdrawal of certification, the Organization shall discontinue its use of all advertising matter that contains reference to certification as directed by certification body.
- 10.4 Organization shall amend all advertising matter when the sector and scope of certification has been reduced
- 10.5 Organization shall not allow reference to its management system certification to be used in such a way, as to imply that AQC has certified a product or services or process
- 10.6 Organization shall not imply that the certification applies to activities that are outside the sector and scope of certification.
- 10.7 Organization shall not use its certification in such a manner that would bring the certification body and/or certification system into disrepute or loose public trust.
- 10.7.1 AQC shall exercise proper control of ownership and shall take action to deal with incorrect references to certification status or misleading use of certification document marks and audit reports. AQC actions include request for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and it necessary, legal action
- 10.7.2 AQC shall provide information of client's, address standard and scope in public domain.
- 10.7.3 Use of AQC and accreditation logo on any test report or certificate is not allowed stating/in indicating that the tests are approved.
- 10.7.4 Not to use certification/ Accreditation logos in such manner as to bring AQC Accreditation Body into disrepute and not to make any misleading or unauthorized statement or incorrect references (such as claiming certification of locations/ activities/ sites not covered in the scope) with respect to their certification. The customer shall ensure compliance to these requirements while making reference to its registration or use of certification logo/ mark in communication media such as Documents, brochures or advertising. The customer shall follow the logo rules which be supplied along with the certificate, if issued.
- 10.7.5 To discontinue the use of all material containing any referenceto their certification, if at any time the certification is suspended or cancelled.
- 10.7.6 Not to use certification/ accreditation logos to indicate that the product or service is certified by AQC
- 10.7.7 AQC may at any time, refuse to issue a certificate or suspend or cancel such certificate in circumstances where, in AQC's opinion, compliance with the specified standard/ specification (including not meeting the regulatory requirements) is not maintained on continuous basis or conditions of this contract are not met. In case of cancellation, the customer's name shall be removed from the register of certified companies and such information may be available to public.

11. Liability:

- 11.1 Except, in the case of deliberate neglect on the part of AQC, its employees, servants or agents, AQC shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its assessment, certification or other services.
- 11.2 In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise AQC liability will be limited to an amount not exceeding the maximum fee (if any) charged by AQC for the particular service in respect of which the neglect arose. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then the said restriction shall apply with such words deleted or amended or added.
- 11.3 The provision of this clause shall not apply to any death or personal injury but the Organization shall maintain at all time adequate insurance sufficient to cover all liability that may arise as a result of any matter arising in pursuant to this Agreement.

12. Force Majeure:

AQC shall not be liable in any respect, should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

13. Confidentiality and fundamentals:

- 13.1 Except as may be required by Law or authorized by the contractual arrangement with JAS-ANZ, AQC and the Organization will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement. **In case of ISO 13485 clients audit report information can be released to the ISO 13485 Regulators without the permission of the clients**
 - 13.2 AQC shall, through legally enforceable agreements, follow policy to safeguard the confidentiality of the information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on our behalf.
 - 13.3 AQC shall inform the Organization of any information other than brief particulars of the organization about that AQC shall place them, as per then existing practice covering name, relevant nominative document, scope and geographical locations in public domain. All other information, except for information that is made publically accessible by the Organization, shall be considered confidential.
 - 13.4 Except as required by the Accreditation Body information of the Organization or any individual shall not be disclosed to a third party without the written consent of the Organization or individual concerned.
 - 13.5 Information about the Organization from sources other than Organization i.e. complaints and regulators shall be treated as confidential, consistent with the certification body's policy.
 - 13.6 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the AQC's behalf, shall keep confidential all information obtained or created during the performance of the AQC's activities.
 - 13.7 AQC shall ensure the secure handling of all confidential information including documents and records held by it.
 - 13.8 When any confidential information is to be made available to any external bodies' i.e. accreditation body, agreement group of per assessment scheme, AQC shall keep the organization informed.
14. AQC shall provide detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification and the normative requirements for certification; in its website www.absolutecertification.com. The conclusion of the stage 1 audit results may effect to proceed the stage 2 audit as on the basis of the result of stage 1 the stage 2 may be postpone or cancelled and client has to accept it. The cancellation or postponement shall be justified by the AQC.

15. AQC shall inform about the fees for application, initial certification and continuing certification in its Quotation

16. Client organization which is being audited shall

- 16.1 Comply with certification requirements, make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification.
- 16.2 Comply with the requirements of use and Mark & Logo.
- 16.3 Comply with the complaints and appeals procedure.
- 16.4 when there is any change in the requirement of the certification then AQC will send a notice to client company intimating the new requirement or change. The client has to Comply to notice of any changes to its requirements for certification and verification of compliance with the new requirements
- 16.5 AQC with legally enforceable arrangements to ensures that the certified client informs the certification body, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. These include, for example, changes relating to the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), contact address and sites, scope of operations under the certified management system, and major changes to the management system and processes.
- 16.6 Allow the Accreditation Board Assessors with or without AQC Audit Team to verify the relevant documents and records maintained for particular Management System Certification, the information about the audit will be provided well in advance.

17. SHORT NOTICE AUDIT

AQC conduct audits of certified clients at short notice or unannounced to investigate complaints after ensuring that it belongs to AQC, or in response to changes (Legal status, Organisation and management, address and sites, scope, major changes to management system and processes, fatal accidents or a legal action by any regulatory authority) OR as follow up on suspended clients

In either of such cases AQC team of DIRECTOR/ED/AM/QM will describe and make known in advance to the certified clients on the following aspects:

- Certification process as described in the website www.aqccertification.com
- normative requirements of certification
- information about the applicable fees
- Any changes in the accreditation rules affecting their certification
- Any change in the standards
- to make all necessary arrangements as per the requirements of AQC certification procedure
- Accommodate Observers as needed by AQC
- Identifying and recording nonconformities and the need for corrective action by organizations on a timely basis for such items as incorrect references to the certification or misleading use of certification information.
- AQC appeals and complaints procedure

The client Company cant refuse or reject or make any objection for the Auditor or the Audit Team in case of short notice Audit .

18. Disputes:

Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by AQC for its services shall be dealt with in accordance with the Appeals & Complaints procedure incorporated in the AQC's Accredited Quality Systems Certification Scheme Regulations and is publically available in the web site.

In case(s) of disputes(s) which may arise between the parties with respect to the execution, interpretation and performance of this Agreement, both parties shall do their best to settle in an amicable manner.

19. Certification Recommendation

- (a) In the event of major non conformities being , a recommendation for certification is made subject to a Corrective action plan being submitted within 2 weeks and corrective actions being verified onsite and closed out through a special visit within 4 weeks of the assessment date, before certification is granted, or as decided by ED,AQC.
- (b) Where the audit has revealed only minor non conformities which need to be addressed through corrective actions, the certification may be recommended subject to the Corrective Action Plan being submitted by the company within 2 weeks together with objective evidences of the corrective actions taken. The corrective actions plan is required to be closed out upon physical verification of the satisfactory implementation at the first subsequent surveillance audit.
- (c) In the case of where “opportunities for improvement having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit.
- (d) AQC may perform additional full audit, an additional limited audit, or documented evidence (to be confirmed during future surveillance audits) to verify effective correction and corrective actions.

---THE END---