

# General terms of certification

## for the assessment of management systems

### ARTICLE 1: DEFINITIONS

**AFNOR Group** means the group including the AFNOR association and companies, associations and consortia wherein AFNOR directly or indirectly holds shareholding or wherein AFNOR has a prevailing influence or appoints administration or management bodies.

**Certification Body** means AFNOR Certification, a company member of the AFNOR Group, having the authorisation to issue Certificate.

**Company** means any legal person applying for certification or holding one or more certificates.

**Intermediary** means legal person selling the Certification services of the Certification Body. The Intermediary may be any affiliated companies or any agents of the AFNOR Group.

**Specific Terms** means contractual terms supplementing these General Terms and comprised of a Financial quotation and one or more Technical Appendix(es) relating to the chosen standard(s).

### ARTICLE 2: CONTRACTUAL FRAMEWORK

The Contract governing the relationship between the Certification Body and the Company is made up of these General Terms and the Specific Terms, and is referred to as a "Proposal" until the Specific Terms are signed.

This Contract prevails over any other document.

It shall come into effect on the date both parties sign the Specific Terms and end upon the expiry of the certificate(s). Should the Company not achieve its certificate(s) after three years of procedure, the contract shall terminate ipso jure, without the Company being entitled to any compensation.

If the Company agrees to the renewal audit proposal sent by the Certification Body, a new certification contract resulting in new specific terms shall then become effective.

The Company shall then approve the renewal audit approximately two (2) months before the certificate term, in order to ensure time, as needed to conduct corrective actions whose purpose is to achieve compliance with standards. The renewal audit of a management system can require two (2) stages in the event of significant modifications.

The production or services scopes of the company shall be covered by the Quality Management System.

### ARTICLE 3: PURPOSE

Directly or by an Intermediary, the Company asks the Certification Body, which agrees thereto, to conduct an assessment of the Company's management system, with a view to the possible delivery of one or more certificate(s) based on one or more standards and a right to use the trademarks pertaining thereto.

When the standard(s) require the implementation of a guide for a specific area of business, the Certification Body provides the Company with the said "application guide" of the chosen standard(s).

The choice of the standard(s) and its(their) version(s) is contained in the Technical Appendix.

## **ARTICLE 4: DUTIES OF THE CERTIFICATION BODY**

### **Article 4.1: Audit**

The Certification Body undertakes to use qualified auditors and implement appropriate means to:

- > assess the management system applied by the Company, to comply with the chosen standard(s), according to the Specific Terms signed,
- > carry out, during the validity of the certificate(s) issued according to the foregoing provisions, follow up management system audits as defined in the standard(s).

The Certification Body notifies the Company of the conditions of the audits.

### **Article 4.2: Certification**

After the above-mentioned audit and if it deems it satisfactory, the Certification Body shall issue the Company one or more certificate(s) printable paperless medium that certifies compliance with the standard(s). Furthermore an electronic application that can be consulted on the Certification Body's website [www.afnor.org](http://www.afnor.org) is proof of the Company's certification in real time. The certificate(s) and certification document(s) only cover the business and sites specified in the Specific Terms in the Technical Appendix and approved during the assessment.

The certificates, certification documents and audit reports drawn up by the Certification Body, whatever the format thereof, are issued according to a standard form which may be changed without notice by the Certification Body. The Certification Body reserves the right, at any time, to add or end any of the mention(s) and/or distinctive mark(s) affixed on the certificate(s) and certification document(s).

On the Company's written request and subject to the Certification Body's approval, the certificate(s) and certification document(s) may include Marks of Recognition (information about mutual recognition agreements, approval, accreditations, respective trademarks and logos, etc.). The Certification Body's refusal of such a request shall not entitle the Company to any compensation.

The certificates and certification documents remain the property of the Certification Body and shall not be transferred, assigned or amended in any way. They are issued for a period of three years and are renewable for equal successive

periods unless in the event of any law or regulation change to the contrary.

### **Article 4.3: Claims**

Should a Company dispute one of the Certification Body's decisions, it has to bring the matter up by sending a registered mail with acknowledgement of receipt to the competent body of the Certification Body concerned:

- > In first instance,
  - the General Management of AFNOR Certification;
- > In second instance,
  - the chairman of the Evaluation and Impartiality Committee of AFNOR Certification ;

No appeal against a decision made by the Certification Body results in suspension of that decision.

### **Article 4.4: Trademark Rules**

Upon sending the certificate(s) the Certification Body sends the Company the general rules and trademark charter regarding the terms of use of the concerned trademark.

## **ARTICLE 5: DUTIES OF THE COMPANY**

The Company shall comply with the relevant certification and accreditation laws, regulations and rules. It is necessary for the Company to provide all assistance, coordination, information and materials to the relevant local authorities during any inspections.

### **Article 5.1: Obligations related to the audit**

#### **5.1.1. General obligations related to the audit**

The Company undertakes to co-operate with the Certification Body in facilitating the work of inspection of compliance of freely accepted certification rules and to pay amounts owed to the Certification Body or, if need be, to the Intermediary. The Company states that it complies with legal provisions.

It means particularly for the Company to:

- > provide the Certification Body or its authorised representatives with all required work documents, specifically those used by the Company, in sufficient time to allow the Certification Body's work,
- > provide the Certification Body with means to access the inspection site as well as any equipment required for its audits,

- > ensure, for all personnel sent by the Certification Body, that all health and safety rules are compliant with applicable laws and regulations,
- > take all required measures to help the proper performance of the Certification Body's audits,
- > agree, upon the Certification Body's request, to the attendance of a silent observer and/or a technical expert as long as his/her attendance is required by or through the accreditation rules or licences to operate related to the certification scheme, or is deemed necessary by the Certification Body to fulfil the client certification process, or contribute to the Certification Body's auditor qualification process. These individuals will comply with the same level of confidentiality as the audit team members,
- > duly sign and return notifications sent by the Certification Body prior to any audit within the times specified therein. Failing a reply within such time, the Company shall be deemed to agree with the terms contained in the said notifications,
- > send the Certification Body as needed, by registered mail with acknowledgment of receipt, a duly motivated request to challenge any auditor, within one day following the receipt of the audit notification.

The Company undertakes to provide accurate, truthful and complete information to the Certification Body and to disclose any information of any kind that has an impact on the certification process. More specifically, the Company shall:

- > inform the Certification Body of previous certification and/or assessment processes it engaged in and their outcomes,
- > provide, as needed, the Certification Body with the name(s) of the organisation(s) providing or that have provided advisory or similar services\*,  
*\* assistance services for designing, implementing and maintaining quality or environment management system; assistance services for achieving or increasing product or service quality; more general tasks whose purpose is to achieve or facilitate a certificate; full or partial handling of a company's management system; manual, guide and procedure writing.*
- > communicate, where appropriate the level of actual integration, impacting the audit cycle certification.

#### 5.1.2. Specific obligations related to the distance audit

5.1.2.1. When the certification scheme according to the standard chosen by the Company allows it, and subject to validating the choice of this option in the specific conditions,

- \* if the Company opts for the multitasking communication tools offered by the Intermediary or the Certification Body, it undertakes to comply strictly with the rules of use of the platform dedicated for this purpose,

- \* in all cases, the security obligation of the multitasking communication tools and protection of the data exchanged in the context of distance audits is borne by the Party which ensures the implementation of the solution. The latter undertakes to implement devices to ensure optimal robustness of its IT and communications resources to protect the hosting, storage and exchange of data circulating in the context of remote audits, in the face of threats common such as worm, virus, Trojan horse, spyware, without this list being exhaustive, in order to prevent any unauthorized use, and protect the exchanges against any accidental or illicit destruction, loss, alteration disclosure, unauthorized access and against any other unlawful form of processing.

5.1.2.2. This Party therefore, irrevocably undertakes both on its own and on behalf of any person who works for him directly or indirectly, whether its own staff or its service providers and for which it answers, to make every effort to ensure that this obligation of security and confidentiality which presides necessarily over these remote exchanges, is met at all times.

Should the Company fail to comply with these contractual obligations, the Certification Body, on the basis of further information, shall redefine the conditions for carrying out the audit or implement, where appropriate, the termination provision (article 9).

#### **Article 5.2: Obligations related to the certification**

##### 5.2.1. Specific conditions for a certification scheme undergoing accreditation

When the certification scheme requires AFNOR Certification to be accredited by an accreditation body, it is agreed between the Parties that, during the entire period of examination of the

AFNOR Certification accreditation file, the certification scheme may be subject to adjustments relating to the certification process and in particular to the calculation of the number of audit days, without the Company being able to object to this. These adjustments (evolution or update), if necessary, will be the subject of an additional charge paid by the Company.

#### 5.2.2. Specific conditions for a certification system under accreditation

Regarding the certifications delivered by AFNOR Certification under accreditation (attestations no. 4-0001, 4-0571, and 5-0030, scope available on [www.cofrac.fr](http://www.cofrac.fr)), the Company hereby accepts any change in the cycle and certification process brought about by an update in the certification cycle and / or the accreditation rules, and it acknowledges that a refusal to comply in this respect shall be deemed to be a rejection of the chosen certification scheme and would be liable to result in suspension which could extend to revocation of the certificate(s) in question. Such evolution or update, if necessary, will be subject, if necessary, to an additional estimate to be validated by the Company.

##### **5.2.2.1. For the duration of the certification cycle, the Company undertakes to :**

> authorise an initial certification audit in two stages on site, during the initial certification cycle of a management system. If at the request of the Company specified in the certification contract, stage 2 is conducted immediately after stage 1, the Company shall accept not to be able to benefit from the results of the stage 1 audit to prepare the stage 2 audit. In cases where any severe issues is detected by the Certification Body, i.e. that could give rise to deviations during the Stage 2 audit, the Company may decide unilaterally whether or not to maintain the date of the Stage 2 audit. The Company is informed that certification audit's results of the Stage 1 can cause cancellation or postponement of the audit of the Stage 2. As regards a renewal of a system management certification, the on-site audit is required and may include two stages whenever significant changes are made to the system.

> approve any annual follow-up audit specified in the Specific Terms and as needed, any additional audit that the Certification Body deems necessary. The number of follow-up audits during the validity period of the certificate(s) is at least

equal to two, once per calendar year. In particular, the first follow-up audit of the initial certification cycle of a management system must be organised within a maximum timeframe of 12 months from the certification decision date.

The costs of follow up and additional audits shall be borne by the Company.

> provide all the necessary responses at the Certification Body's request following a complaint or other external event impacting certification,

> comply, during the validity period of the certificate(s), with the requirements of standard(s).

The Company is authorized to use under his own responsibility and in their integrality, any audit report, certificate and certification document, written by AFNOR Certification in certification procedure.

It is incumbent to AFNOR Certification to:

> if it has not completed the audit of renewal of the certification or if it is not in a position to verify the implementation of corrections and corrective action for any major non-compliance before the expiration date of the certification, then the renewal of the certification is not recommended and the validity of the certification is not extended.

> if it is not able to verify the implementation of the corrections and the corrective actions for any major non-compliance within 6 months:

- From the last day of the Stage 2, in certification audit on-site initial,
- which follows the expiration of the certification, in renewal of certification,

it must repeat Stage 2 before recommending the certification.

##### **5.2.2.2. Exceptional audits circumtiated and imposed by a legal requirement**

###### **5.2.2.2.1 Exceptional audits circumtiated**

An exceptional circumstance audit may be initiated when the Certification Body has information as to the Company's failure to comply with its contractual duties. In such a case, the Company cannot challenge any auditor.

If the information is not justified, costs pertaining to such an audit shall be borne by the Certification Body. Otherwise, they shall be borne by the Company.



#### **5.2.2.2.2 : Exceptional audits imposed by a legal requirement**

The performance by the Certification Body of unannounced audits imposed by a legal requirement may be triggered when the legal requirements of public law or a competent authority require it. In this case, the audit teams cannot be recused. The costs related to the unannounced audits are systematically charged to the Company.

#### **Article 5.3: Obligation for a multi-site organization**

A multi-site organization does not have to be a single legal entity, but all sites involved must have a legal or contractual link to the organization's central function and be subject to the same defined management system, established and subject to continuous monitoring and internal audits by the central function. This means that the central function has the authority to require any site to implement corrective actions when necessary. Where appropriate, this authorization should be included in the formal agreement between the central function and the sites.

#### **Article 5.4: Information obligations**

The Company shall inform the Certification Body if any of the business(es) to be certified is(are) subject of legal or regulatory provisions, compliance with such provisions being the Company's exclusive responsibility.

The Company shall inform the Certification Body if it uses the certification to secure a reduction in legal or regulatory inspections from Public Authorities, or to secure an approval as part of a legal or regulatory procedure, at the national, European or international level. In such case, should the certificate(s) being suspended or withdrawn, the Company shall promptly inform the Public Authorities.

After obtaining the certificate, the company shall commit itself to inform the Certification Body in a timely manner of any occurrence which takes place such as:

- ① Significant complaints from the clients and related parties
- ② The Company's products or service are not in conformity with the statutory requirements which has been identified by the legal supervision department.

③ Any accidents of quality, safety which took place relating to the product or service

④ Any relevant modifications such as : the legal status, operation condition, organization status or change of ownership; legal license, change of Compulsory Certification or other kind of certificates ; change of legal representative, top management and management representative; change of address or sites; change of quality management scopes; significant changes of the QMS and process etc.

⑤ Any other situation significantly impacting the operation of the Quality Management System.

The Company shall promptly notify the Certification Body of any significant change, including as to the identity of the Company, its headcount, its organisation, its business, its management system, people with decision-making power or their representative(s). The Certification Body may assess the impact of such changes for the maintenance of the certificate(s). The Company certified to ISO 45001 shall notify the Certification Body without delay of any occurrence of serious incidents or breaches of regulations requiring the intervention of the competent regulatory authority.

The holder of the certificate(s) should in that event ensure that, during the transition period and until final implementation, the new system meets the requirements of the standard(s). The various stages of the system should be identified and followed.

In the event of doubt, the Company is responsible for informing the Certification Body of the potential problem resulting from the changes, with a view to handling the issue together.

#### **Article 5.5: Use of the trademark and reference to the certification**

During the validity of its certificate(s), the Company undertakes not to refer to its certification and affix, including on its Website, the trademarks pertaining thereto, other than in compliance with the provisions of the Rules of the trademark charter of use. The company undertakes not to use its certification in such a way as to damage the reputation of the Certification Body and/or the certification system

and to compromise the trust placed in it by the public.

Furthermore, the Company is not authorized to link the trademark(s) mentioned on its Website directly to the Website [www.afnor.org](http://www.afnor.org), without the express prior authorisation from AFNOR Certification. However, the Company agrees to remove the said link, promptly, on first request should AFNOR Certification find that the contents of the Company's Website are not in line with its ethics or that of the AFNOR Group or with applicable laws and regulations in force or contradicts a national or international normative provision.

Beyond the period of validity of the certificate(s), the Company is prohibited from using the mark(s).

Furthermore, the Company is not authorised to refer to AFNOR Certification's accreditation other than by the full reproduction of the audit report or the certificate issued.

#### **Article 5.6: End of the certification contract**

When the certificate is no longer valid for any reason (non-renewal or withdrawal), the Company undertakes as from the notification, firstly to remove any mentions of the certificate(s) and of the trademark(s) from any documents and commercial material, and secondly to cease using any reference to the certification.

The Company holds available for the Certification Body, who may request the same, a complete list of technical documents and commercial material that it used.

#### **ARTICLE 6: CONFIDENTIALITY**

The Certification Body shall make the information concerning the granting, suspension, reduction or withdrawal of certification available to the public. In particular, the Company authorises the Certification Body to disclose any information appearing on the certificate(s) and to mention permanently the said information on its Website, including in the directory of certified Companies, and/or directory(ies) promoting the services subscribed by the Company, and/or when applicable, on standard's owner databases, during the validity of its certificate(s).

Employed or subcontracted auditors, silent observers and any person involved in the

certification process are bound by a professional confidentiality duty.

Furthermore, the Certification Body undertakes not to disclose, even partially, to any other person, any information that it may become aware of during the performance of the contract, without the Company's prior and written consent. If information is legally or by the certification scheme required to be disclosed to third parties, the Company is informed of the information supplied by the Certification Body within the limits contained in the law or the certification scheme. However the Certification Body is allowed to provide to :

- Accreditation Body staff and any person mandated by Accreditation Body, who are also bound by a commitment of professional confidentiality, all the information it has on the Company for the purpose of managing the certification and proving compliance with the accreditation rules, provided that the certification concerned is in the process of being accredited by Accreditation Body or is issued under accreditation. This information concerns in particular the audit report, which is the property of Certification Body. When, for this purpose, Certification Body must communicate documents belonging to the Company to Accreditation Body or its representatives, Certification Body shall inform the Company beforehand. For certification according to a private standard whose owner is not Certification Body or a regulatory certification, these same provisions may apply, respectively, to the staff of the standard owner, the competent authorities and any person mandated by them. The owner of the reference system also undertakes to respect the confidentiality of the data transmitted to it, in accordance with the certification system concerned.

- members of the AFNOR Group any information it has relating to the Company, except for purely technical information contained in the audit reports.

Such information relates in particular to the identification of the Company, to respective standard and to agreed terms.

The Certification Body and the other members of the AFNOR Group may mention the Company in their advertising material.

This clause shall remain applicable until five years after the termination of the Contract.

## **ARTICLE 7: TERMS OF PAYMENT**

### **Article 7.1: Fees**

The fee owed to the Certification Body or, if need be, to the Intermediary is defined in the Specific Terms in the Offer.

Transport and accommodation costs (food and lodging) related to the completion of the audits shall be borne by the Company, and repaid by it to the Certification Body or, if need be, to the Intermediary.

Should, for any reason, the certificate issuing procedure be suspended, amounts for the work conducted or initiated by the Certification Body shall be owed to, or remain the property of, the Certification Body. Should an audit be postponed or unilaterally cancelled by the Company after accepting the completion dates for the said audit, prior to the audit commencement, the Certification Body or, if need be, the Intermediary reserves the right to ask the Company to pay 30% of the price that would have been charged had the audit been conducted. If this postponement or cancellation is requested by the Company less than 15 calendar days before the agreed commencement date of the said audit, 100% of the price of the quoted audit will be applicable.

### **Article 7.2: Payment**

For the initial certification, invoices shall be issued by the Certification Body or, if need be, by the Intermediary as scheduled hereafter: 30% upon the date of signature, the balance upon the completion of the audit. For annual follow up and renewal audits, invoices shall be issued upon completion of each audit.

In the absence of any contrary written agreement, fees shall be payable by cheque or transfer within 30 days following the date of invoice. No discount is granted for invoice settlement before due date.

In the case of overdue payment, a penalty is due equal to the interest at the rate laid down by the European Central Bank, increased by 10 points. The penalty is calculated on the amount of the delayed payment for the period of the delay, inclusive of the date when payment is received, without any prior notice being necessary.

The above penalties are not final and are applicable without prejudice to any other penalties and/or compensation likely to repair the damage suffered by Certification Body due to late payment by the Company.

Thus, in the event of non-payment of the last service performed, at the end of the payment period mentioned on the invoice drawn up by Certification Body, the latter reserves the right, in accordance with Article 1217 of the Civil Code, to suspend the performance of its own obligations as defined in Article 3 of these general conditions, in particular by deciding not to organize the following audits required to maintain or renew the current certificate.

### **Article 7.3: International banking taxes and charges**

In case of services performed outside the national territory of the Certification Body, the Company shall pay the authorities and/or the appropriate local authority, any direct and indirect national taxes and/or duties resulting hereto and shall undertake to provide, on request from the Certification Body, any necessary documents evidencing payment of such taxes and/or duties.

The Company shall also bear all bank charges arising hereunder.

## **ARTICLE 8: REDUCTION OF THE CERTIFICATION SCOPE, CERTIFICATE SUSPENSION AND WITHDRAWAL**

A decision to reduce the certification scope may be made as regards the Company if the latter fails to comply with any of the certification requirements within the certification scope.

### **8.1 Certificate Suspension**

A decision to suspend the certificate(s) may be made against the Company in the following cases:

- > on its request, notably in the event of a reorganisation preventing it temporarily from maintaining its compliance with the standard(s),
- > on the Certification Body's initiatives based either on deviations from the standard(s); or in the event of successive audit reports questioning the implementation of the management system; or the client not allowing audits to be conducted in the required timeframe or required frequency.

To this regard, the Certification Body shall suspend the certificate within 5 working days after receiving and verifying the relevant information in one of the following cases when:

- (1) The Company's Quality Management System has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the Quality Management System.
- (2) Lack of contractual responsibilities and duties
- (3) The Company's business is suspended by the administrative supervision department
- (4) If system operational problems were identified by the local administrative departments, the certificate shall be suspended.
- (5) The Administrative License, qualification certificate, certificate of compulsory certification etc. have expired or invalidated, while the application for renewal has been submitted to and accepted by the relevant administrative department but pending the renewal certificate.
- (6) The Company voluntarily requested a suspension.
- (7) Any other situations requiring suspension of the certificate.

The certificate suspension period shall not exceed 6 months; however the situation described in the 5<sup>th</sup> point above, the suspension period could depend on the administrative license delivery date decided by relevant department.

The suspension granting and expiry dates shall be clearly defined, this shall assure, in any case, the certified organization shall not use the certificate, certification mark or refer to the certification information.

## 8.2 Certificate Withdrawal

The Certification Body shall withdraw certification within 5 working days after having received and verified the relevant information in one of the following case when:

- (1) The Company's legal status documentation has been cancelled or withdrawn.

- (2) Refusal to cooperate with the Certification and Accreditation Administration of the P.R.C during its inspection or providing incorrect and falsified materials or information.
- (3) A significant product and service quality safety accident has occurred, when it has confirmed by the administrative department as illegal operation of the Company.
- (4) In case of other serious violations of the laws and regulations.
- (5) Failure to resolve the issues that have resulted in the suspension within the stated suspension period. (Including administrative license, qualification certificate, certificate of compulsory certification, etc., have invalidated but the application has not yet been approved.)
- (6) Quality Management System has not been in effective operation or out of operation condition.
- (7) The Company does not act in accordance with the relevant regulations when making reference to its certification status in communication media and causing the serious impacts; or the corrections requested by the Certification Body which have not been performed within 6 months.
- (8) Other situations for withdrawing the certificate.

After the certificate is withdrawn, the Certification Body shall take back the relevant certificate; if not, the Certification Body shall publish a publicly accessible announcement or statement of the decision.

Upon suspension or withdrawal of its certification, the Certification Body shall publish, in a timely manner, relevant information in its website; in the meanwhile, it shall follow the procedures and requirements to notify the Certification and Accreditation Administration of the P.R.C formally.

The Certification Body shall have the responsibilities and duties to adopt effective measures to avoid any kind of invalid certificate and certification mark use.

Upon notification of the suspension of its certificate(s) by the Certification Body, the Company undertakes not to issue commercial and/or technical material containing a mention



of its certification and not to mention the same in any manner. Should the certification scope be reduced, the Company undertakes to modify any publicity document concerning its certification. Ending the certificate suspension requires that the Certification Body carry out either a full audit of the management system or an initially planned follow up audit with a possible increase in its term. Depending on the outcome of the audit conducted, the Certification Body decides to end the certificate suspension or withdraw the certificate entirely.

A certificate suspension does not extend the validity period of the said certificate(s).

#### **ARTICLE 9: TERMINATION**

If the Company has not taken the required measures to lift the suspension, the certificate is withdrawn and the contract shall terminate ipso jure.

Furthermore, should any of the parties commit any material breach of any other obligation, it may be requested by the other party to perform its obligations within one month as from the receipt of a written notice. Should the notice be inefficient, the issuing party may terminate this contract at any time by registered mail with acknowledgement of receipt, subject to two-months notice after receipt. The termination of the contract implies the withdrawal of the certificate(s).

In the event of any termination by the Company, not justified by the Certification Body's breach of an obligation, the Company shall give up the amounts already paid and a penalty equal to 20% of amounts owed shall be due to the Certification Body.

On termination of this contract, the Certification Body undertakes to destroy any documents that are no longer necessary to it and/or to return to the Company, on request, any documents provided to it.

#### **ARTICLE 10: LIABILITY**

The Certification Body undertakes to dedicate all necessary means for the performance of its services. Its liability shall not be involved other than in the event of error or negligence, of which the Company is responsible for furnishing evidence.

In that event, the Certification Body's obligation to the Company for damages, losses, costs, expenses and other losses suffered where its professional liability is involved, shall not, whatever the circumstances, nature and significance of the loss, exceed an amount equal to fifteen times the amount of the audit day.

The Company shall be solely responsible for the use it makes of its certificate(s), which show an assessment but not the existence of a guarantee. The Company undertakes, in the event of any dispute by a third party, not to involve the Certification Body's liability on the expected interpretation of the value of its certificate(s).

The issuing of certificate(s) and/or any other document whatever the medium, and any Certification Body's intervention does not imply that the Company has complied, complies and will comply with law and/or regulation.

Similarly, the issuing of certificate(s) alone does not constitute a notification of compliance with the requirements of regulation and/or law notably issued by national or international agencies.

#### **ARTICLE 11: MISCELLANEOUS**

Neither failure nor delay on the part of any party to exercise any right, remedy, or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof.

If any of the clauses of the contract proves or becomes contrary to applicable regulations, it shall be deemed null and void but shall not result in the rest of the Agreement being avoided. Each of the parties shall then endeavour to replace the clause in question by a similar provision without modifying the juridical and economic balance of the Agreement.

#### **ARTICLE 12: GOVERNING LAW AND DISPUTE RESOLUTION**

The Contract shall be governed by and construed in accordance with the Law of France. In the event of a dispute concerning the interpretation, the formation or the execution of the Contract, the Parties agree to attempt to reach an amicable solution. Should they not succeed in doing so, the dispute shall be submitted to the exclusive competence of the Court within whose jurisdiction AFNOR Certification's registered office of is located.

# General terms

## for a pre-audit visit

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### ARTICLE 1: DEFINITIONS

**AFNOR Group** means the group including the AFNOR association and companies, associations and consortiums wherein AFNOR directly or indirectly holds shareholding or wherein AFNOR has a prevailing influence or appoints administration or management bodies.

**Certification Body** means AFNOR Certification and/or any company, member of the AFNOR Group, having the authorisation to issue Certificates, and appointed in the Specific Terms.

**Company** means any legal person applying for one or more pre-audit visits or which had a pre-audit visit.

**Intermediary** means legal person selling the services of pre-audit visit of the Certification Body. The Intermediary may be any affiliated companies or any agents of the AFNOR Group.

**Specific Terms** means contractual terms supplementing these General Terms and comprised of a Financial quotation and one or more Technical Appendix(es) relating to the chosen standard(s).

### ARTICLE 2: CONTRACTUAL FRAMEWORK

The Contract governing the relationship between the Certification Body and Company is made up of these general terms and the Specific Terms. It shall be furthermore specified that this pre-audit visit cannot constitute an exhaustive assessment of the requirements against the specific standard elected by the Company.

This Contract prevails over any other document.

### ARTICLE 3: PURPOSE

The purpose of this Contract is to specify the conditions of the performance of a Company's pre-audit visit with a view to the possible certification of the said Company according to specific standard(s).

### ARTICLE 4: OBLIGATIONS OF THE CERTIFICATION BODY

An on site pre-audit visit includes:

- > the opening and presentation meeting,
- > a study and analysis of provisions through documents relating to the management system,
- > a survey of the premises and workshops, and an assessment of its implementation and appropriation by the personnel,
- > the summary meeting and oral conclusions: auditor's first comments.

The report issued by the Certification Body, in the days following the end of the on site pre-audit visit, is prepared on the basis of the Company's answers on the date of its assessment by the Certification Body.

As a result, the pre-audit visit, carried out on the basis of information supplied by the Company to the auditor, does not prejudice of the result of an in-depth audit for certification or a certificate.

The audit report is a document on paper medium that is issued according to a standard set form liable to be changed without notice by the Certification Body. The Certification Body reserves the right, at any time, to add or end any of the mention(s) and/or distinctive sign(s) affixed on the said report.

### ARTICLE 5: OBLIGATIONS OF THE COMPANY

The Company undertakes to co-operate with the Certification Body as facilitating the pre-audit visit work and to pay amounts owed to the Certification Body. The Company states that it complies with legal provisions.

It means particularly for the Company to:

- > provide the Certification Body or its authorised representatives all required work documents, specifically those used by the Company,
- > provide the Certification Body with means to access the inspection site as well as any equipment required for the pre-audit visit,
- > take all required measures to help the proper performance of the pre-audit visit,

> ensure, for all personnel sent by the Certification Body, that all health and safety rules are compliant with applicable laws and regulations,  
> provide accurate, truthful and complete information to the Certification Body and disclose any information of any kind that has an impact on the assessment process. More specifically, the Company shall inform the Certification Body of previous certification and/or assessment processes it engaged in and their outcomes.

#### **ARTICLE 6: CONFIDENTIALITY**

The Certification Body undertakes not to disclose, even partially, to any other person, any information that it may become aware of during the performance of the contract, without the Company's prior and written consent. Any silent observer is bound by a confidentiality duty.

If information is legally required to be disclosed to third parties, the Company is informed of the information supplied by the Certification Body within the limits contained in the law.

However, the Certification Body is allowed to provide to members of the AFNOR Group any information it has relating to the Company, except for purely technical information contained in its audit report.

Such information relates to the identification of the Company and to respective standards.

The Certification Body and the other members of the AFNOR Group may mention the Company in their advertising material.

#### **ARTICLE 7: COMMUNICATION**

The audit report issued following the pre-audit visit should not be changed by the Company, which undertakes not to disclose it other than in its entirety.

#### **ARTICLE 8: TERMS OF PAYMENT**

##### **Article 8.1: Fees**

The fee owed to the Certification Body or, if need be, to the Intermediary is defined in the Specific Terms in the Offer.

Such price is fixed and includes the service (off site preparation of the pre-audit visit, visit, documents, report). Travelling and accommodation costs incurred for completing the pre-audit visit are additional to the price quoted.

In the event the Company cancels a pre-audit visit and had previously agreed to the dates of such visit, before the visit is started, the Certification Body or, if need be, the Intermediary reserves the right to ask the Company to pay 30% of the price that would have been charged had the pre-audit visit taken place.

However, a pre-audit visit, for which a work order has been issued, can be postponed once for at most six months, as from the date of the said work order. After that period, the order is considered as cancelled and the Company owes the above-mentioned fixed compensation to the Certification Body or, if need be, to the Intermediary.

The request for postponement may be granted if the Certification Body is informed at least two weeks before the date specified on the order.

##### **Article 8.2: Payment**

Invoices shall be issued by the Certification Body or, if need be, by the Intermediary upon the delivery of the report.

In the absence of any contrary written agreement, all fees shall be payable by cheque or transfer within 30 days following the date of invoice. No discount is granted for invoice settlement before due date.

In the case of overdue payment, a penalty is due equal to the interest at the rate laid down by the European Central Bank, increased by 10 points. The penalty is calculated on the amount of the delayed payment for the period of the delay, inclusive of the date when payment is received, without any prior notice being necessary.

The invoice for an assessment visit must first be paid by the Company so that Certification Body can carry out an initial or extension audit, if requested by the Company.

##### **Article 8.3: International banking taxes and charges**

In case of services performed outside the national territory of the Certification Body, the Company shall pay the authorities and/or the appropriate local authority, any direct and indirect national taxes and/or duties resulting hereto and shall undertake to provide, on request from the Certification Body, any necessary documents evidencing payment of such taxes and/or duties.

The Company shall also bear all bank charges arising hereunder.

#### **ARTICLE 9: LIABILITY**

The Certification Body's obligation to the Company for damages, losses, costs, expenses and other losses suffered where its professional liability is involved, shall not, whatever the circumstances, nature and significance of the loss, exceed an amount equal to fifteen times the amount of the preaudit visit chosen by the Company.

The Company shall be solely responsible for the use it makes of its audit report, which shows an assessment but not the existence of a guarantee. The Company agrees, in the event of any dispute by a third party, not to involve the Certification Body on the expected interpretation of the value of its report.

The issuing of an audit report and/or any other document whatever the medium, and any the Certification Body's intervention does not imply that the Company has complied, complies and will comply with law and/or regulation. Similarly, the issuing of an audit report alone does not constitute a notification of compliance with the requirements of regulation and/or law notably issued by national or international agencies.

#### **ARTICLE 10: MISCELLANEOUS**

Neither failure nor delay on the part of any party to exercise any right, remedy, or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof.

If any of the clauses of the contract proves or becomes contrary to applicable regulations, it shall be deemed null and void but shall not result in the rest of the Agreement being avoided. Each of the parties shall then endeavour to replace the clause in question by a similar provision without modifying the juridical and economic balance of the Agreement.

#### **ARTICLE 11: GOVERNING LAW AND DISPUTE RESOLUTION**

The Contract shall be governed by and construed in accordance with the Law of France. In the event of a dispute concerning the interpretation, the formation or the execution of the Contract, the Parties agree to attempt to reach an amicable solution. Should they not succeed in doing so, the

dispute shall be submitted to the exclusive competence of the Court within whose jurisdiction AFNOR Certification's registered office is located.