

Advanced Certification Limited – Terms & Conditions

These Terms & Conditions have been written to address the requirements of accredited conformity assessment services

1. Scope

Advanced Certification Limited provides independent conformity assessment services for the following relevant International Standards:

- Quality Management - ISO 9001
- Environmental Management – ISO 14001
- Occupational Health and Safety - OHSAS 18001/ISO 45001
- Information Security Management - ISO 27001
- Food Safety Management - ISO 22000
- Energy Management – ISO 50001
- EFFCI GMP Standard for Cosmetic Ingredients
- Any other Certification Standards that Advanced Certification Limited may offer certification for in the future.

2. General Conditions

The basic conditions for acquiring and retaining certification with Advanced Certification Limited are that the applicant company agrees to, and complies with, the following procedures and rules:

- The audited company shall be made available all information deemed necessary by Advanced Certification Limited, to complete the relevant audit program;
- Any Certification contract issued by Advanced Certification Ltd is governed by the laws of England.
- Advanced Certification Limited, if not satisfied that all the requirements for certification are being met, shall identify non-conformities and require the audited company to correct and take actions to prevent recurrence of said non-conformities.
- The registered company grants Advanced Certification Limited permission to publicise their certification status.
- In the case of Major non-conformities, when the applicant company can demonstrate that actions have been taken to meet all the requirements, Advanced Certification Limited will arrange to repeat only the necessary parts of an audit that cannot be verified by submission of documentary evidence;
- If AC is unable to verify the implementation of correction and corrective actions for a major non-conformity within 6 months of the date of the stage 2 audit, then AC is obliged by accreditation rules to repeat the stage 2 audit prior to certification
- If the applicant company fails to take corrective action within the specified time limit, it may be necessary for Advanced Certification Limited, at extra cost to the applicant company, to repeat the audit in full;
- Identification of conformity shall refer only to the site or sites audited and shall only apply to the worded scope appearing on the certificate;
- Fees must be paid within the timescales stated on the quotation. Certificates will not be issued, until relevant fees have been paid in full;
- For a registered company to demonstrate effective management reviews and internal audits these activities shall be carried at least once per year by the registered company;
- Failure to comply with these Terms & Conditions may result in legal action being taken against the company;
- The registered company must allow Advanced Certification Limited to conduct on-going surveillance audits in line with the planned arrangements stated in the proposal;
- Certified clients must only use the certification marks in accordance with the Advanced Certification Limited rules for use of certification marks;
- Certified clients must inform Advanced Certification Limited within 7 days of any serious incident that occurs within the scope of any certification held (such as a *fatality, data breach or pollution incident*) – this may result in an extra, unscheduled audit by AC;
- Certified clients must inform Advanced Certification Limited within 7 days of notification of prosecution by a regulator within the scope of registration;
- EFFCI Certified clients must inform Advanced Certification Limited within 7 days of initiation of any cosmetic ingredient recall/withdraws conducted on the grounds of product safety
- An audit day consists of 8 hours of audit activity
- A cancellation fee may be charged for visits booked and confirmed in writing that are cancelled or postponed by the registered client within 2 weeks of the booked date

Advanced Certification Limited is responsible for, and will retain authority for, decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification

3. Confidentiality

Advanced Certification Limited is responsible for ensuring that secrecy is maintained by its employees and its agents, concerning all confidential information with which they may be acquainted because of their contacts with the company.

Where information is required to be disclosed to a third party, either by law or in maintenance of certification (e.g. Accreditation Bodies & EFFCI), the client shall be informed of the information provided as permitted by the law.

4. Changes

The company shall inform Advanced Certification Limited in writing and without delay of any intended changes relating to the following:

- the legal, commercial, organisational status or ownership
- organisation and management
- contact address and sites
- scope of operations under the certified management system
- major changes to the management system and processes

Advanced Certification Limited will determine whether the notified changes require any additional audit activity. Failure to notify Advanced Certification Limited may result in certificate suspension

5. Application for Certification

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Advanced Certification Limited reserves the right to amend these Terms & Conditions at any time. The most recent Terms & Conditions shall be publicly available

Upon receipt of a completed application for quotation from an applicant company, a quotation outlining the audit criteria and fees will be submitted to the applicant company. Once the application for certification, suitably authorised by the applicant company, and accompanied by the necessary fee payment has been received by Advanced Certification Limited, the project will be allocated an audit team. The audit team leader will be responsible for ensuring that the audit is carried out in accordance with Advanced Certification Limited procedures.

6. Fees

Fees are detailed in the quotation submitted to the applicant. All costs are based on the charge rate applicable at the time of quotation and Advanced Certification Limited reserve the right to increase charges during the certification period. Such increases will be notified to the client company in writing. Once an application for certification is made, payment of the initial registration fees is required, payment of ongoing registration fees is due as per the payment schedule within the quotation. Additional fees will be charged for additional work not included in the scope of the original quotation and for any extra, unscheduled visits required due to reported incidents, non-compliances being identified in the continuing adequacy and/or implementation of the relevant management system. Unless otherwise stated, fees quoted include travel and expenses associated with the audit/surveillance activities. Advanced Certification Limited reserves the right to charge late-payment charges. All fees are subject to local taxes in the country concerned at the appropriate rates.

7. Initial Audit

Conformity assessment audits are based on sampling within a Management System and are therefore not a guarantee of 100% conformity with standard requirements.

The initial audit of an applicant company's management system shall be carried out over two stages:

- Stage 1 – to audit the applicants management system documentation; evaluate location and site-specific conditions and to determine readiness for the stage 2 audit; establish the applicants understanding of the requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system; to discuss and agree the scope of the management system, processes and location(s) and related statutory and regulatory aspects (where applicable) and associated risks, etc; to plan the Stage 2 audit and establish planning arrangements for internal audit and management review and the general readiness for the Stage 2 audit;
- Stage 2 – to audit the implementation (including effectiveness) of the applicants management system through the audit of the information and objective evidence about conformity to all requirements of the applicable management system standard or other normative documents; assess performance monitoring, measuring, reporting and reviewing against key performance objectives and targets; evaluate the applicants management system and performance as regards legal compliance, operational control of processes, internal auditing and management review and policies; links between the normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document), any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and internal audit findings and conclusions

NOTE: During an ISO 45001 audit the following persons shall be available for interview at the time of audit: Management with legal responsibility; workers' representatives; persons responsible for occupational health activities; employees at all levels; and Contractors representatives.

All records produced for the implementation and operation of the appropriate management system shall be readily available for inspection by the audit team.

The applicant company shall ensure that Advanced Certification Limited is advised of the name of the Management Representative who has authority and responsibility for maintaining the Management System. This individual shall be required to maintain contact with Advanced Certification Limited. Any change to this designated person must be confirmed to Advanced Certification Limited in writing.

8. Certification Decision

When the responsible decision makers of Advanced Certification Limited are confident that the company meets all the requirements for certification following a thorough review of the audit report(s) and associated objective evidence, the applicant shall be entered on the Advanced Certification Limited certification directory and a registration number and certificate issued. Certificates issued will remain the property Advanced Certification Limited and shall be returned to Advanced Certification Limited upon request.

9. Surveillance

Periodic surveillance visits shall be carried out to confirm that the certified management system has continued to fulfil requirements between recertification audits; ensure internal audits and management review have been performed to programme; review actions taken on nonconformities identified during the previous audit; evaluate treatment of complaints; evaluate the continued effectiveness of the management system with regard to achieving objectives; evaluate the management system and performance as regards legal compliance; review progress of planned activities aimed at continual improvement; ensure continuing operational control and review of any changes since the last visit.

The certificate holder shall allow Advanced Certification Limited the right of access for surveillance purposes and Advanced Certification Limited shall reserve the right to make unannounced visits as required. The certificate holder will be informed of the results of all surveillances.

First surveillance visits shall be conducted no later than 12 months after the certificate issue date; and at least once per calendar year thereafter.

10. Renewal of Registration

Regardless of the frequency of the Surveillance routine, a certification cycles runs for a three-year period from the date of the certificate decision with a full re-audit to be completed within 3 years of the last date of the stage 2 audit, and every 3 years thereafter. Failure to submit for re-audit prior to the expiry date will result in a period during which the company's registration will deem to have expired. Advanced Certification Limited client companies will be subject to re-audit prior to the

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expiry of the certificate. 6 months prior to the expiry date a new quotation will be submitted covering the new three-year cycle.

Typically, the man-day allocations for a three-year re-audit will be approximately the same as the initial stage 2 audit.

11. Extension/Reduction of Certificate Scope

Extending the scope of registration, to cover new products/processes/locations requires registered companies to complete and return a new application for quotation. This will allow Advanced Certification Limited to determine whether additional audit time is required to cover the changes required. The application procedure outlined in clause 5 of these Terms & Conditions will be followed and an audit will be carried out on the areas not previously covered.

Reductions to a scope of registration, it is mandatory that Advanced Certification Limited is advised immediately of changes in organisation or products i.e. closure of sites or removal of product previously supplied under original scope on certificate. Upon review and acceptance of the information, Advanced Certification Limited will determine the actions needed to process the scope reduction and will notify if an additional audit, and a change the worded scope, is required. The cost of this reduction in scope of the certificate will be based on the nature and programming of the audit if required or administration costs for a new certificate.

Where a client requests to move from OHSAS 18001 certification to ISO 45001, this type of audit is classified as a Migration audit. The objectives of a migration audit are the same as for a Stage 2/Surveillance or recertification audit but with the additional objective to confirm the effective implementation of the changes required by the new standard, specifically: Context Assessment, Scope of the Management System, Risks and Opportunities, Leadership, Change Control, Participation and Consultation & Outsourcing. In the above cases an amended certificate detailing those aspects of the company activities covered by the extension, will be issued following a successful audit (where applicable) to replace the original certificate issued to the company.

12. Publicity by registered companies

A certified company has the right to publicise the fact that the management system which it utilises has been certified, and can apply the relevant marks to stationery and promotional material relating to the scope of certification as detailed on the certificate. Certification marks must not be applied to products or primary packaging, or displayed in any way that is ambiguous as to the scope of the certification. Any statement about certification made on product packaging shall in no way imply that the product itself is certified by Advanced Certification and shall include the brand name of the certified client, the type of management system and standard and the name of Advanced Certification Limited. In every case the registered company shall ensure that no confusion arises between certified and non-certified products/processes and activities in its publications and advertising. The company shall not make any claim that could mislead purchasers to believe that a product/process or activity is covered by certification when, in fact, it is not.

13. Misuse of Certificates

Advanced Certification Limited take all reasonable precautions to control the use of the certificates issued. Incorrect references to the scope of certificates or incorrect use of the certificate shall be dealt with by suitable actions, which could include suspension or withdrawal of certificates, legal action and/or publication of the transgression.

14. Suspension of a certificate

A certificate may be suspended for a limited time in cases of:

- Widespread failure by a registered company to effectively implement Management System requirements
- Failure to permit Advanced Certification Limited to conduct re-certification or surveillance audits at the required frequencies
- Failure to accept the presence of accreditation body auditors attending an audit to be conducted by Advanced Certification Limited.
- Failure to notify Advanced Certification Limited of significant changes to the registered company
- Misuse of certification marks
- Misrepresentation/misuse of the certificate.
- Falsification and/or fabrication of records of implementation
- Failure to respond to Corrective Action Requests within 30 days of the date of issue
- Non-payment of certification fees owed to Advanced Certification Limited
- Expiry of a certificate after the 3-year registration period has elapsed
- Request from the client for voluntary suspension

If suspended, the company shall immediately cease to identify the coverage of any certificate under suspension. Advanced Certification Limited shall notify in writing an official suspension of certificate to the company, this notification will indicate the conditions that will allow removal of the suspension. At the end of the suspension period, or earlier if suitable responses have been submitted by the suspended client, an investigation will be undertaken to determine whether the required conditions for removal of suspension have been followed. If the conditions have been satisfied the certificate will be re-instated, if the conditions have not been satisfied the certificate shall be withdrawn.

The suspended company shall be liable for any reasonable costs associated with suspension and subsequent re-instatement of the certificate and these will be charged to the registered company.

15. Withdrawal of Certificate

A certificate may only be withdrawn if the company does not meet required conditions raised on suspension of certificate

Intention to withdraw a certificate will be notified to the company in writing 7 days before the proposed withdrawal date and the company does have the right of appeal against this decision.

Advanced Certification Limited is not liable to reimburse any audit fees paid and Advanced Certification Limited will publish the withdrawal of the certificate. Reinstatement of 'withdrawn' certificates may require a full initial audit to be conducted and where appropriate, fees to be paid in advance.

Withdrawal of the certificate will require that all promotional materials endorsed with the Advanced Certification Limited certification logos must be withdrawn from use immediately and any continued use of marks on company publicity and stationery material will be in contravention of the intellectual property rights of the owners of the marks.

16. Cancellation of Certificate

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A certificate may be cancelled if:

- The company does not wish to renew the certificate
- The company goes out of business
- The company does not respond to correspondence from Advanced Certification Limited

Advanced Certification Limited is not liable to reimburse any audit fees paid and Advanced Certification Limited will publish notification of the cancellation of the certificate. Cancellation of the certificate will require that all promotional materials endorsed with the Advanced Certification Limited certification logos must be withdrawn from use immediately and any continued use of marks on company publicity and stationery material will be in contravention of the intellectual property rights of the owners of the marks.

17. Appeals and Disputes

In the event of certificate withdrawal or if a client company does not accept a non-conformity or recommendation for registration, the company has the right of appeal

Should the company intend to appeal then they should refer to the Complaint & Appeal Handling procedure of Advanced Certification Limited.

Advanced Certification Limited must receive notification of the intent to appeal within seven days of the company's receipt of the intention of withdrawal notice from Advanced Certification Limited, or the date of the audit.

The appellant must submit a formal documented substantiation for the appeal to Advanced Certification Limited within fourteen days of the receipt of the intention of withdrawal notice or the date of the audit.

All client company appeals will be initially reviewed by the appointed certificate decision maker(s) and the Advanced Certification Limited audit staff responsible for the recommendation to withdraw the certificate or identification of the non-conformity - who must provide evidence to support their recommendation.

Should the appointed decision maker reject the appeal then it will have passed to the Board for appraisal. Should the Board concur with the decision maker(s) finding then the appeals committee, drawn from the independent members of the impartiality committee shall consider the appeal.

The appellant will be advised of the names of the appeals committee and the appellant has the right to dispute the members of the appeals committee by formal notification of their dispute. This dispute will be reviewed by the chairman of the committee or, if the chairman is a member of the appeals committee, by the vice-chairman. The result of the appeals committee review will be notified to the company.

The decision of the appeals committee is final and shall be binding on both parties. Once the decision on the appeal has been made no counter claim by either party can be made to amend or change the decision.

In instances where the appeal has been successful, and the certificate is re-instated or the non-conformity is removed, no claim can be made against Advanced Certification Limited for reimbursement of costs or any other losses incurred because of the initial withdrawal or identified non-conformity. Submission, investigation and decision on appeals shall not result in any discriminatory actions against the appellant

18. Complaints

Should a client company have any reason to complain regarding the conduct of Advanced Certification Limited employees, then the complaint should be made in writing to Advanced Certification Limited.

Complainants will receive an acknowledgment of receipt immediately and the complaint will be investigated and decided upon within a maximum of 30 days from initial receipt.

Should Advanced Certification Limited receive a complaint by a user of a registered client, indicating that a certified client no longer complies with Advanced Certification Limited requirements, then it may be necessary to either initiate withdrawal of certification, or conduct a full re audit of the client, at extra cost to the client.

All certified clients shall make available, when requested, records of all complaints and corrective actions taken, in accordance with the management system standards or other normative documents.

19. Directory of Certified Companies

Advanced Certification Limited maintains a directory of all certified companies, including the name, relevant normative document, scope and geographical location (e.g. city and country) for each certified client (or the geographic location of the headquarters and any sites within the scope of a multi-site certification). This is published and made available upon request to both certified and non-certified companies and members of the public.

20. Accreditation Body Visits

Advanced Certification Limited clients shall, where an accreditation body so nominates a need to, accept the presence of officers of the Accreditation Body attending an audit to be conducted by Advanced Certification Limited. *An AB may without any or with limited time notice to Advanced Certification request a witnessed audit take place, in agreeing to these terms and conditions the client consents to this.*

Attendance by accreditation officers shall in no way affect the certification decision making process of the Advanced Certification Limited Lead Auditor.

21. Liability

Advanced Certification Limited auditors carry out an evaluation of conformity against a standard, which in respect of the time allocated can only be considered as a snap shot of the activities of the audited company and not an exhaustive evaluation.

At no point, does Advanced Certification Limited hold itself up, purport or profess to be a regulatory authority or expert consultants within the areas audited and can only operate within the general working knowledge of the field involved as defined by the scope of activity.

Advanced Certification Limited holds itself removed from any responsibility or liability to the audited company for any implications or actions resulting from legislative/regulatory non-compliance on behalf of the audited company including any actions taken after the audit resulting in legal or financial failures of the audited company.