



Procedure OP.QP01.01

Rules for Management Systems Certification

Issue Status Sheet

The issue status is indicated by the version number in the footer of this document. It identifies the issue status of this Procedure. When any part of this Procedure is amended, a record is made in the Amendment Log shown below. The Procedure can be fully revised and re-issued at the discretion of the Governance Team. Please note that this Procedure is not valid if printed or downloaded and is classed as “uncontrolled”.

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1. PURPOSE AND SCOPE

This Regulation defines the relationships between Amtivo Southern Europe, in the following referred to as ASE and the Organizations requesting the Certification and Registration of their Management Systems, and in the following referred to as “the Organization” or “the Client”.

The ASE Certificate is the document whereby ASE certifies that the requesting Organization employs a Management System compliant with a reference Standard.

2. IMPARTIALITY

Certification is available to all Organizations that request it, regardless of their legal nature.

Any consulting activity is excluded from the scope of contract.

ASE does not offer any consultation service, either directly or through agency relationships with sub-contractors, to support Organizations setting up a Management System, prepare the relative documentation or any other consultancy service (eg in the field of occupation health and safety (OH&S) as: provision of OH&S coordinator/responsible, provision of health surveillance services, preparation of risk analysis documents, etc.).

By the signature of certification agreement, ASE undertakes no obligation on the success of verification of compliance to required standards, or on the issuance of the certificate, if not the obligation to base its decisions on sufficient objective evidence.

The Client is aware that a potential conflict of interests may make it impossible for ASE to deliver its service. To this end, the Client undertakes to communicate to ASE the name of the consultant or consultancy firm and the names of the persons directly carrying out activities related to management systems subject to certification requested. The Client also undertakes to communicate to ASE any change in these subjects.

The Client also recognizes that a potential conflict of interest may arise even after the signature of the contract and until the time of its full implementation, in which case it will be ASE right to terminate the contract with immediate effect. In this case Client will pay the fees for the services rendered up to the time of withdrawal.

Any sales commission to business partners are disclosed to ASE personnel, who will take the necessary measures to ensure full impartiality in the certification decision-making process.

3. GENERAL CONDITIONS

The Client shall:

- Have a Management System that complies with the applicable requirements of the reference standard and with any specific prescription(s) defined for products/processes and services in the scope of the certification;
- Describe the above-mentioned system in appropriate documents (Manual, Procedures, etc.);
- Accept the rules set forth by this document and the conditions communicated by ASE.

Acceptance of the application, issuance of the Certification and maintenance of the Registration thereof are subject to the payment of the prescribed fees.

Failure to fulfil such obligations by the established deadline shall lead to the suspension or revocation of the Certificate.

The Organization undertakes to conform and keep conformed its products/services to all applicable legal and compulsory requirements (such as directives, laws and regulations). It is ASE's responsibility to verify on the basis of a sampling that is congruent with the audit time, that the Organization is aware of, and capable of managing for all the compulsory aspects connected to the management system involved in certification.

Certification requirements may change as a result of:

- Amendments to the reference standards;
- Amendments to the Certification issuance conditions.

In the former case, notification is provided by the standard setting and/or accrediting Bodies; in the latter case, ASE shall promptly notify the Organizations entered in the Register of certified Organizations or waiting to be certified.

ASE shall define the date on which the new changes come into force, along with a reasonable interval of time to allow Organizations to comply with the new provisions.

Organizations that do not wish to upgrade their Management System to ensure compliance with the changes to reference standards or Certification issuance conditions, may cancel their Certification by giving notice thereof to ASE.

In the event of amendments to reference standards, ASE reserves the right to verify the compliance of the Organization's Management System with the new provisions of the standards. All audit expenses are at the Organization's expense.

ASE keeps a list of certified Organizations. ASE makes data public even in the case of suspension, revocation and waiver of certification.

Similar information is transmitted to the Bodies with which ASE has established acknowledgement agreements.

The Organization may also be included in the database of Accreditation Bodies.

4. RESPONSIBILITIES AND CERTIFICATION LIMITATION

4.1 Legal obligations

Granting and maintenance of management systems certification do not constitute certification or warranty by ASE of compliance with legal and statutory requirements imposed by the Client certificate. Therefore, the Client is and remains solely responsible, both to itself and towards third parties, of the proper conduct of its business and compliance of its products, to applicable regulations and Client and third parties expectations in general.

The Client also undertakes to indemnify ASE and its employees and collaborators from any claims, actions and/or third party claims related to the implementation of activities under this Regulation.

4.2 Liability limits

In case of damage due to error or omission by ASE in the performance of the activity covered by contractual documents, the responsibility of ASE will be limited to the total fees paid by the Client in the twelve (12) months prior to any reported error or omission. Any complaint or claim against ASE shall be made by the Organization not later than one (1) year after the event that gave rise to the claim or complaint.

5. PROCEDURE FOR MANAGEMENT SYSTEMS CERTIFICATION

5.1 Application for certification and contract review

Process starts with Organization application for certification service quotation. The Client provides necessary information to ASE. ASE proceeds with a formal examination of the documentation presented in order to verify the completeness and accuracy of the general information and to prepare and send the CERTIFICATION AGREEMENT. The signature and acceptance of the CERTIFICATION AGREEMENT finalizes the contract between the parties. The Organization undertakes to respect, accept and know the provisions in contractual documents, which are part of CERTIFICATION AGREEMENT. Contractual documents are:

- The CERTIFICATION AGREEMENT document;
- This document "Rules for Management Systems Certification";
- ASE Procedure "QP11 – COMPLAINTS AND APPEALS MANAGEMENT";
- ASE Procedure "QP12 - CONFIDENTIAL AND PUBLICLY ACCESSIBLE INFORMATION".

For the duration of the contract, the latest version of the Contractual Documents issued by ASE and made available to the Organization will be considered applicable.

5.2 Certification process

The complete certification cycle has a three-year duration and includes an initial audit, consisting in two consequent stages, two surveillance audits in the first and second year of certification and a recertification audit in the third year, to be done before certificate expiration. ASE plans a complete audit programme considering the certification scope, the complexity of the management system, product and processes, the dimension of the organisation to be audited and if the client operates in shifts.

The first three-year certification cycle begins with the certification or recertification decision. Subsequent cycles begin with the recertification decision.

The audit programme for the certification cycle covers the complete management system requirements. The formal communication of that program is done with form fo.QP.01.05 Data confirmation and confirmed or modified during single audit planning activities.

Following the acceptance of the Certification Offer, ASE agrees with the Organization the period for conducting the audit. ASE appoints the Audit Team, which may be constituted by only one member, and notifies the Organization about Audit Team Members. The Organization may request background information about team members and/or the replacement of one or more of Audit Team members providing suitable reasons in writing.

ASE informs the Organization about the participation to the audit of accreditation body inspectors (eg. ESYD).

If the Organization refuses to accept the presence of accreditation body auditors, ASE will not grant the certification or will proceed to the suspension or withdrawal of certification if already granted. ASE may invite observers (an individual joining the audit team, but not contributing to the audit results) to attend the audit provided that they respect the role of observer and not intervene actively during the audit. The audit team may include auditors or lead auditors in training. Although these individuals actively participate in conducting the audit, they operate under the direct supervision of the appointed lead auditor and hold no final responsibility for the audit report content, which

remains entirely and solely under the responsibility of the designated Lead Auditor. Auditors and lead auditors in training are required to comply with confidentiality agreements and to ensure impartiality toward the audited organization.

The presence and the justification of observers during an audit activity is agreed between ASE and the Client prior to the conduct of the audit.

The audit team may also include technical experts, if a specific knowledge or expertise is needed to the audit team. Auditors, during on site audit activities, must be accompanied by a guide, unless otherwise agreed by the Lead Auditor and the Client. The role of the guides is to facilitate the on-site audit execution. Is under the responsibility of the audit team to ensure that guides do not influence or interfere in the audit process or outcome of the audit.

The initial certification audit is conducted in two stages:

- Stage 1 is aimed at
 - reviewing the Client's management system documented information;
 - evaluating the Client's location and site-specific conditions and to undertake discussions with the Client's personnel to determine the preparedness for the Stage 2 audit;
 - reviewing the Client's status and understanding regarding 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;
 - collecting necessary information regarding the scope of the management system, including: the client's site(s), processes and equipment used, levels of controls established (for multisite clients) and applicable statutory and regulatory requirements (e.g. quality, environmental, legal aspects of the Client's operation, associated risks, etc.);
 - reviewing the allocation of resources for Stage 2 audit and agree with the Client on the details of the Stage 2 audit;
 - providing a focus for planning the Stage 2 audit by gaining a sufficient understanding of the Client's management system and site operations in the context of the management system standard or other normative document;
 - evaluating if the internal audits and management review are being planned and performed, and that the level of implementation of the management system substantiates that the Client is ready for the Stage 2 audit.

If needed Stage 1, or part of it, may be conducted at Client site. The Client is informed in advance, in the audit plan, of any on site activities to be carried out during stage1. At the end of Stage 1, the audit team assesses the confirmation of the dates for Stage 2. The results of Stage 1 may, in fact, lead to the postponement or cancellation of Stage 2, in order to allow the Client sufficient time to address any deficiencies identified during Stage 1. No more than three months may pass between stage 1 and stage 2; if it happens, stage 1 must be repeated. In any case the system, the Organization, the applicable laws and the standards must not be subject to significant variations between the two stages. In such cases, if any significant changes

which would impact the management system occur, ASE technical director will consider the need to repeat all or part of stage 1. Different time scales may be set for specific systems.

Stage 2 is aimed at assessing the implementation and effectiveness of the Organization's management system and will include, at least:

- information and evidence about conformity to all requirements of the applicable management system standard or other normative document;
- performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document);
- the client's management system ability and its performance regarding meeting of applicable statutory, regulatory and contractual requirements operational control of the Client's processes;
- internal auditing and management review;
- management responsibility for the Client's policies.

The Stage 2 audit can be carried out only if the Organization has a fully operative Management System and in particular if the Organization has performed at least one full cycle of internal audits and that the Management has performed at least one review.

The Organization shall ensure that:

- a) All documents relating to the Management System to be certified, including all the records relating to the enforcement of the Management System are made available to Auditors.
- b) Auditors receive assistance during the audit.
- c) Access is granted to the Information System, in line with the audit requirements.

The purpose of the audit inspection is to verify the compliance with the requirements of the reference standard and all the processes and activities forming the object of certification. The Audit Team starts the evaluation activities of both stages by conducting an Opening Meeting with the Organization's top management aimed at illustrating the audit plan.

Upon completion of the audit, the Audit Team meets to discuss the findings and process collected data.

During the Audit conclusion meeting and in the presence of the Organization's top Management, the Audit Team refers on the conformity of the Organization's Management System with the reference standard, specifying any discrepancies reported. During the meeting, the Organization has the opportunity of discussing the findings with the Audit Team and of clarifying its position. The report prepared by the Lead Auditor and handed over to the Organization, describes the findings of the visit and the result of the audit. If non-conformities are detected, they must be managed according to section 5.6 of this document.

The documentation relating to the Management System audit is submitted to the appointed ASE Certification Committee, who evaluates it and, if it is positively judged, issues the Certification.

After the Certification issue and the payment of certification fees, ASE sends the Certificate, and registers the Organization in ASE directory of certified Organizations and, in case of accredited certificates, transmits all the information regarding the certificate status (certification, suspension, revocation or waiver) to the IAF database and to all parties requesting the same information (e.g. accreditation Bodies).

5.3 Additional requirements for on site audit of Occupational Health and Safety Management Systems (OH&SMS)

During on site audits of OH&SMS, the audit team shall interview as minimum:

- the management with legal responsibility for Occupational Health and Safety,
- employees' representative(s) with responsibility for Occupational Health and Safety,
- personnel responsible for monitoring employees' health, for example, doctors and nurses
- managers and permanent and temporary employees.

Other personnel that can be considered for interview, based on Lead auditor indications, are:

- managers and employees performing activities related to the prevention of Occupational Health and Safety risks, and
- contractors' management and employees.

If, during any audit, the audit team discovers a non-compliance with relevant regulatory requirements, such non-compliances are immediately communicated to the organization being audited. In such cases, where the available audit evidence indicates that the audit objectives are unattainable, the Lead auditor will report the reasons to the audit Client to determine appropriate action. Such action may include: reconfirmation or modification of the audit plan, changes to the audit objectives or audit scope, or termination of the audit.

5.4 Certified Organization Surveillance

ASE monitors Organization certified Management System to verify its continued compliance with the Standard requirements. Surveillance Audit shall be carried out within one year after the last audit performed and at least once a calendar year. In some cases, it can be necessary to adjust the frequency of surveillance audits to accommodate factors such as seasons or management systems certification of a limited duration (e.g. temporary construction site). Failure to comply with these requirements may bring to certification suspension and/or revocation.

Surveillance activities are carried out in a single stage and will include on site audit.

Before surveillance Audit, ASE updates Organization information and confirm or updates Audit duration and fees. The Lead Auditor contacts the Organization in order to agree upon an audit date and plan.

During audits, ASE auditors must be allowed to verify that the conditions that have lead to the granting of the Certification have not changed, and in particular that there has been no change in the conditions that impact on the management system's ability to fulfil the necessary requirements, in conformity with the reference standard.

Certification maintenance is subordinate to the payment of related fees.

5.5 Maintaining certification: additional requirements for OH&SMS

In the event that ASE becomes aware that there has been a serious incident related to occupational health and safety (for example: a serious accident, or a serious breach of regulation), a special audit may be necessary (upon ASE decision) in order to investigate if the management system has not been compromised and did function effectively. Outcomes of this investigation are analyzed by the involved ASE Certification Committee that decides on the actions

to be taken that may include a suspension or withdrawal of the certification, in cases where it can be demonstrated that the system seriously failed to meet the OH&S certification requirements.

5.6 Management System Certification Validity

ASE Certification is subject to periodic surveillance, at least annual, and to a complete reassessment of management system compliance to reference standard every three years. The certificate indicates the expiration date after three years from initial issue or last recertification. Every three years, ASE will perform a recertification audit, which consists in:

- A review of the documentation, and an in-depth inspection entailing conformity of all points of the reference standard and all the processes and activities pertaining to the object of certification;
- An overall assessment of the management performance during the three years.

Before recertification Audit, ASE updates Organization information and confirms or updates Audit duration and fees. The recertification audits are generally carried out in a single stage. In the event of significant changes to the Organization or its management system, ASE reserves the right to plan for the execution of the recertification in two stages. The recertification audit must be carried within and no longer than 12 months after second surveillance and in any case before the date of expiry indicated on the certificate. The recertification audit must be planned before the expiration date of the certification (2 months in advance is preferable) to give the possibility to the certified organization to resolve any major non-conformity, raised during the recertification audit, before the expiration of the certificate.

When recertification activities are successfully completed prior to the expiry date of the existing certification, the expiry date of the new certification is based on the expiry date of the existing certification. The issue date on a new certificate is the date of the recertification decision.

If the recertification audit is not completed or ASE is unable to verify the implementation of corrections and corrective actions for any major nonconformity prior to the expiry date of the certification, then recertification is not recommended and the validity of the certification is not extended (and so the certificate is suspended or, in case of severe issue, it can be withdrawn). Following expiration of certification, ASE can restore certification within 6 months provided that the outstanding recertification activities are completed, otherwise a new certification process must be performed (starting from stage 1). The effective date on the certificate is the date of the recertification decision and the expiry date is based on prior certification cycle.

Certification maintenance is subordinate to the payment of related fees.

5.7 Suspending, Restoring, Withdrawing, Expanding or Reducing certifications

The certification may be suspended, withdrawn or its scope may be reduced:

- Upon Organization request;
- Upon ASE decision, in the following cases:
 - When certification monitoring reports a non-conformity with relevant requisites.
 - If the Organization does not submit the evidences relating to the management of major non-conformities issued during audit within the prescribed time frames.

- When the Organization refuses to undergo periodical audit in accordance with the provisions set forth in these Regulations.
- When the Organization refuses to undergo additional or supplementary audits requested by ASE.
- When the improper use of the Certification symbols and identification marks is not properly corrected.
- In the event of any other failure to comply with the provisions of the certified Management System Standard, of these Regulations, of contractual documents and the procedures of ASE.
- When Public Authority orders prejudice the implementation of the Management System.
- In case of problems about the compulsory requirements of the product/service of the Organization.
- If Organization activities do not cover certification scope.
- If prescribed fees are not timely paid.

The suspension of the certificate implies the payment of annual fees as prescribed in the Certification Agreement, even if the annual audit are not carried out. In case of withdrawal, the organization has to pay the fee for the period between the last audit and the next one.

The Organization shall be promptly notified about ASE decisions by communication indicating the start date, the duration and eventual prohibition to promote any activity related to the use of certification, including its utilization for taking part to calls for tenders.

In case of suspension or withdrawal, the Organization is not entitled to use the ASE Certification Mark and is cancelled from the Directory of Certified Organizations. The conditions for the restoring of a suspended certification (included the necessary conformity assessment activities) shall be established by ASE on the basis of the reasons which brought to the suspension of the certificate and on the basis of the duration of the suspension. Those conditions will be included in communication to Organization.

If those conditions are not fulfilled, the certification will be withdrawn or, if possible, the scope of certification will be reduced. The certification reduction involves the issue of a new certificate stating the application field for which the certification still applies and the withdrawal of the old certificate. The Client shall promptly conform all the communication and advertising material to the new application field. In case of certification withdrawal, the organization losses the right to use the Certification Mark and is cancelled from the Directory of Certified Organizations. ASE reserves its decision to communicate the suspension to the accreditation bodies and/or third parties which may require it, as well as to publish the information on its website.

Expanding of certifications are managed according to section "expanding scope" of this document.

5.8 Nonconformities management and conducting audit follow-up

The conclusions of the audits may indicate the need for corrections or corrective actions, as applicable.

The classification of the findings is described as following:

Major nonconformity: nonconformity that affects the capability of the management system to achieve the intended results, e.g. deviation or total lack of respect of application of the requirements of the management system standard (including legal requirements) or a situation that raises significant doubt about the ability of the Client's management system to achieve its intended outputs, assessed on the basis of objective evidences.

Minor nonconformity: nonconformity that does not affect the capability of the management system to achieve the intended results, e.g. any nonconformity that cannot be classified as major.

Moreover, opportunity for improvement, that are actions that improve the performance of the Organization processes, whose application does not affect the conformity to the standard or the effectiveness of the processes, may be included in audit report.

The Client must analyse the cause and describe the specific correction and corrective action taken, or planned to be taken, to eliminate detected nonconformities within a defined time. For Nonconformities classified as minor, the Client must submit the cause analysis and action plan to the Lead Auditor within 30 days from the notification. The Lead Auditor evaluates the proposed analysis and action plan and transmits it to Certification committee. The effectiveness of the correction will be verified by the audit team during the next audit.

The Organization may enter its reserves to the audit findings and/or their classification. The presence of those reserves shall be noted on the audit report. The Organization has to formalize, to ASE, the reserves in writing.

If, on the basis of Certification Committee evaluation, the number and kind of minor nonconformities could undermine the effectiveness of the management system and its conformity to the reference standard, these will be treated as major (see below).

For Nonconformities classified as major, the Client must submit within 30 days from notification the cause analysis and correction action plan to the Lead Auditor, who will evaluate and transmit it to ASE Operational Compliance team, who plans the effectiveness review of the correction by an additional full audit, an additional limited audit, or documented evidence. In case of initial certification, If ASE is not able to verify the implementation of corrections and corrective actions of any major nonconformity within 6 months after the last day of stage 2, the audit team will conduct another stage 2 prior to recommending certification.

The Certification committee must evaluate the results of the effectiveness review in order to make decision on the certification. If above terms are not respected the certification is not granted or suspended.

5.9 Special audits

5.9.1 Preliminary audit

A preliminary audit, before initial certification, can be carried out upon Client request. On the basis of Client request, the audit may include an analysis of the management Systems documentation (manual, procedures, etc.) and an on site audit. The output of the preliminary audit is not a conformity evaluation of the organization's management system vs. the requirements of the relevant international standard.

5.9.2 Expanding scope

A Client may apply for the expanding scope of the certification already granted. Depending on the application review and competent personnel decision, the expanding scope of the certification can be conducted by a specific on site audit or during a surveillance audit. The decision to grant the extension must be taken by the certification committee.

5.9.3 Additional audit

Additional audit that can be scheduled when:

1. Changes of the Organization that have a significant influence on the activities and operations;
2. it is necessary to review the correction of NC depending on their severity and number;
3. as a result of information and/or complaints received by ASE.

Additional audits can also be executed as a short-notice audits (see below).

5.9.4 Short-notice audits

ASE can execute short notice or unannounced audits to certified Clients to investigate complaints, or in response to changes or as follow up of suspended certifications.

ASE exercises additional care in the selection of the audit team in view of the limited opportunity for the Client to object to audit team members.

6. CERTIFICATION REQUIREMENTS

6.1 Documentation

The Client shall provide at least:

- a) Information on the corporate entity, name, addresses, legal status and, where relevant, human and technical resources;
- b) General information concerning the management system and the activities concerning it;
- c) A description of the systems to be certified and the standards or other normative documents applicable to each;
- d) A copy of the Management System Manual or equivalent documentation and, where required, the associated documentation.

6.2 Management Review and Internal Audits

The Client shall provide objective evidence (e.g. records of minutes, reports etc.) of carrying out Management Review Meetings and Internal Audits.

6.3 Arrangements to Conduct Audits

The Client shall make all the 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 and resolution of complaints. The Client shall also make provisions were applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors).

7. RIGHTS AND OBLIGATIONS OF ASE AND CERTIFIED ORGANIZATIONS

7.1 RIGHTS AND OBLIGATIONS OF ASE

7.1.1 Modifications to regulations

ASE shall notify certificated customers about changes to requirements for certification. In particular ASE has the right to modify and update this document, even after changes in the reference standards, changes requested by Accreditation Bodies or changes in the internal certification procedures. If the Client does not intend to comply, he can give up from the contract within 30 days from the communication. This implies the withdrawal of the certificate. The up to date version of this document is available on the ASE web site. Moreover, ASE, keeps updated all the documentation of the management system and the documents for the organizations certified.

7.1.2 Force Majeure Circumstances

ASE will be exempted from the obligations deriving from the contract concluded with the Organization and shall not be liable in any way, if ASE should not be able to meet its obligations due to circumstances reasonably unpredictable.

7.2 RIGHTS AND OBLIGATIONS OF CERTIFIED ORGANIZATIONS

The Organization has the right to give public information to the certification of its Management System in the manner it deems most appropriate, provided that correct reference to the object and the limits of the certification obtained is always made. The certification is issued only for the standard, the certified activities and sites (units) specified in the certificate and is not transferable or extendable to other units. The certificates issued by ASE does not absolve the company from legal obligations stemming from the processes and services and the contractual obligations to its customers. In particular, please note that no liability can be derived to ASE for breaching of laws by the certified Organization. ASE is not responsible for inadequacies or damage of any kind allegedly caused by the Organization or its products, processes or services. The organizational or structural changes that the Organization is to enter the certification are the sole responsibility of the Organization itself.

7.2.1 Modification to the Organization Management System

The Customer shall inform ASE, without delay, of any issue that affect the ability of the Management System to continue to meet the requirements of the standard used for certification. These issues include, for example, changes relating to:

- The ownership and legal status, commercial and organizational;
- Organization and management (e.g. management staff, key organizational positions);
- Contact address and locations;
- Field of activities included in the scope of the certificate
- Significant changes in the management system and / or processes;
- Consultant or consulting firm.

The organization must give prompt notice to ASE about any situation that may affect the conformity of the Management System with the reference standard, such as:

- Failure to meet a mandatory requirement of law or regulation;
- Environmental risks and / or safety and health;
- Bankruptcy proceedings voluntary or compulsory administrative (with continuation of the administration).

ASE, in such cases, may decide to conduct an extraordinary audit, to verify the absence and / or restoration of acceptable conditions of compliance. In case of failure of this verification ASE may decide to suspend or withdraw the certificate.

7.2.2 Obligation to communicate legal proceedings

The Organization shall inform ASE, within thirty days, by e-mail and subsequently by registered or certified mail, of any reported breaching and or violation of laws and regulations communicated by the public and / or public authorities and in case of legal proceedings related to product liability or violation of the laws of product / service for which the certification was granted.

7.2.3 Obligations for clients certified for Environment and/or Health&Safety management systems

The Organization certified by ASE for Environment and/or Health&Safety management systems shall inform ASE, within thirty days, by e-mail and subsequently by registered or certified mail, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

7.3 USE OF CERTIFICATES AND CERTIFICATION MARKS

The purpose of this section is to ensure proper use of certificates and certification marks by certified Clients.

7.3.1 Responsibilities

Certified Clients shall comply with the directives provided in this section;

ASE auditors are responsible for verifying, at each visit, that certified Clients use certificates and certification marks as per the directives provided in this document.

7.3.2 General

An Organization which has successfully completed the certification procedure by ASE (called hereafter “certificate holder”) is authorized to use the certification logo on documents/support material such as: stationery, advertising material, publications, presentations, headed letter paper, web sites, invoices, transportation documents, company signs and posters and company vehicles under the following conditions.

The certification logos that can be used by the certified organizations are only the ones sent by ASE, which are shown as example at section 7.3.4 of this document. The use of accreditation marks (e.g. IAF marks) by ASE clients is prohibited.

7.3.3 Use of certificates and certification marks

ASE will provide to a Client, whose management system has been certified by ASE, the relevant Certificate(s), certification mark(s) and reference to certification(s). The artwork of the appropriate certification mark, included at section 7.3.6 of this document, and of reference to certification, included at section 7.3.5 of this document, will be provided in .png file format.

Certified Clients have the right to utilize the certification mark, in accordance with the guidelines and directives provided in this document, on letterhead, certain packaging and brochures and for publicity activities relating to such management system.

Client may only use the Certification Mark corresponding to the applicable Management System Certification standard and only the version of certification mark that is sent by ASE together with the certificate; Reference to Certification and use of Certification Marks must not imply that the certification applies to activities or part of the Organization that are outside the scope of certification. Certified companies that have received the old version certification marks and reference to certification (as listed in sections 7.3.5 and 7.3.6 of regulation OP.QP01.01 rev.8) can still use them till ASE will send them the updated ones. This will be done after the completion of renewal audits, in case of any change in the certificates or before any of these events based on the sole ASE’s decision.

If the scope of certification does not include all products and/or services provided by the organization, and/or all locations/facilities of the organization, the material bearing the mark shall not suggest that all products/services/sites/locations of the organization are covered by the scope of certification.

The mark(s) cannot be altered or modified. However, it may be resized, provided the proportions of the entire mark are maintained and all features of the mark are clearly distinguishable. The Certification Mark must never be shown

as larger than Client's own logo, but the Certification Mark must always be shown in its entirety. As an alternative to the certification mark, it is possible to use the reference to certification, as described in this document.

The Certificate Holder shall not use the certificate and/or the certification mark(s) provided by ASE in such a manner that would bring ASE, and/or the accreditation body, and/or the certification system into disrepute and lose public trust.

Client shall not make or permit misleading statement regarding its Certification.

Under no conditions shall the mark be affixed to a product or used in any way that might suggest product certification. The mark applies only to management system certification.

Certificates are sent by e-mail in .pdf format. Any change in the content of the certificate is not allowed and, if done, may lead to sanctions (e.g. suspension or withdrawal of certification) and/or legal proceedings. An organization may photocopy or scan their current Certificate of Registration for publicity purposes and as evidence of their certification. Photocopies or electronic copies may be in full colour, and do not need to be watermarked or otherwise marked as being a copy of the original.

The right to use the ASE certification mark cannot be transferred to third parties under any circumstances.

Upon a reduction of the scope of certification, the Client shall amend all advertising material referring to its certification to properly reflect the reduced scope. Upon suspension or withdrawal of its certification, the Client shall discontinue its use of all advertising material that contains a reference to certification.

Clients will not use the Certification Mark (with or without the accreditation marks) on test reports or certificate of compliance such as calibration reports or certificate of analysis.

Misuse of the certification mark or Certificate of Registration by the Client may result in suspension or withdrawal of the certification by ASE. ASE's considerations with respect to suspension or withdrawal will be as follows:

- Inadvertent misuse: with this activity, the organization will be required to immediately withdraw the offending materials, or ASE will suspend certification until the misuse is rectified. Repeated inadvertent misuse will not be tolerated by ASE and therefore will be cause for withdrawal of certification.
- Fraud: with an activity considered premeditated on the part of the organization, ASE will withdraw certification and publish notices to that effect in the directory of certified companies.

7.3.4 Guidance Table for Proper Use of Certification Marks

Certification mark may be used on:

- Corporate letterhead stationery
- Marketing literature
- Advertisements

The certification mark shall not be used on a product or on the results of a service, in a way that may be interpreted as denoting product conformity or quality of service. It is not acceptable to imply that is the product or the service that is certified and not the management system.

So it is not allowed the use of the certification mark on:

- test certificates;
- calibration certificates;

- product packaging;
- inspection results and results from measurements and monitoring;
- certification decisions covered by accreditation;
- training certificates or diplomas;
- assessment reports;
- business cards.

For the use of the certification mark on electronic documentation (i.e. websites), the same rules as stated in these guidelines apply.

7.3.5 Reference to Certification (Statement)

For those Certified Organizations, which want to demonstrate that their products are manufactured with a certified Management System, and when it not be possible to use the graphic mark, the following statement could be used, in the version related to the standard certified:



Statements can be used on product packaging or in accompanying information, considering that:

- Product packaging is considered as that which can be removed without the product disintegrating or being damaged
- Accompanying information is considered as separately available or easily detachable (Type labels or identification plates are considered as part of the product).

7.3.6 Design of the Mark

The design of ASE Certification Mark is in conformity of the following examples



For other standards the certification logo is the same but reference to the standard will be different.

ASE Certification Mark could be used in black and white.

Certification Mark is issued in .png, in grayscale and in color. The image extracted in this way may be altered in size in relation to page layout requirements provided the resizing procedure does not change the proportions of the image. Partial reproduction of ASE Certification Marks is forbidden.

The ASE Certification Mark must never be shown as larger than Client's own logo.

7.3.7 Monitoring the Use of the Marks

The use of the Marks and the certification will be verified for compliance during surveillance and recertification assessments and ASE has an active monitoring campaign to ensure compliance with these requirements. In case of incorrect reference to Certification status or misleading use of certification documents or marks, or unauthorized use of Accreditation marks (e.g. IAF or accreditation body mark), ASE may request corrective actions, suspend or withdraw the involved certificates, publication of the transgression or, if necessary, perform legal actions. If requested corrective actions are not implemented within one week from the request, the involved certificate will be withdrawn.

8. INFORMATION ON PROCEDURES FOR HANDLING COMPLAINTS AND APPEALS

8.1 Complaints on Clients

When a Client of a ASE Certificate holder Organization makes a complaint related to the activities of the Certificate Holder, ASE will analyse it to assess if it is related to the Organization and, if so, if it could compromise the effectiveness of the management system. Based on this analysis, if the complaint is valid, ASE will notify the Organization within 10 working days from the receiving date, asking the organization for formal clarifications. ASE could ask for actions aimed at the resolution of the complaint. The verification of the effectiveness of these actions will be done by ASE with the acquisition of relevant documentation, during the next surveillance visit or during any additional visit that may be required. ASE has established a publicly available document, QP11 "Complaints and Appeals Management" to handle such complaints.

Client shall maintain complaints register or a Client feedback register detailing their Clients' complaints and resulting actions. This will be periodically examined by the auditor during audits.

8.2 Complaints and Appeals

ASE takes into consideration and manages any disagreements on the quality of service offered by ASE to its Clients (complaint) and any Client disagreements with Audit Team findings or ASE Certification Committee decisions (appeal). Rules concerning receive, evaluate and make decisions about complaints and appeals are available on QP11 "Complaints and Appeals Management".

9. CONFIDENTIALITY

The Client and ASE mutually agree not to disclose to any third party without the prior written consent of the other party, any information obtained from the other party related to Certification Agreement. However, each party will be free to disclose such information as it is:

- known by it prior to the information being disclosed by the other party, or
- part of the public domain at the time of disclosure, or
- required to be disclosed by public authorities in accordance with applicable law, or
- required to be disclosed by the relevant Accreditation Authority.

Both parties may disclose information to their subcontractors without prior written consent to the extent necessary to complete the Work, provided that a written confidentiality agreement reflecting the principles above is entered into with such subcontractors.

The obligations of both parties as defined in this article shall apply notwithstanding the completion of the Work or termination of this Agreement.

Irrespective of the provisions in this Clause, Client hereby authorizes ASE to use information generated from the work for statistical and analytical purposes, even when such statistics and analysis will be published, always provided that such information is made anonymous.

10. PUBLICLY ACCESSIBLE INFORMATION

The Client hereby authorizes ASE to make publicly accessible the following information:

- Name of company certified
- Certificate identification (certificate number)
- Accreditation body (or un-accredited certificate)
- Normative reference/standard
- Scope (text on certificate)
- Geographical location (City/town and country)
- Certificate status (granted, suspended, withdrawn)
- Issue date of certificate (first cycle)
- Expiration date (current cycle)
- Industry code (NACE and/or EA)

Likewise, Client authorizes ASE to handle Information related to the complaint and appeal handling process (QP11), which are considered non-confidential.

11. SPECIAL AUDITS

Client authorizes ASE to arrange special Audits, if necessary with 5 days notice, in the following cases:

- Extension of certification scope;
- Investigate complaints;
- In response to changes;
- As follow up on certificate suspension.

Special Audits fee is not included in Certification fee indicated in this CERTIFICATION AGREEMENT and will be invoiced at current Audit Daily Fee at the date of the audit.