



ACE QUALITY ASSESSORS

CLIENT AGREEMENT

This agreement is made between ACE QUALITY ASSESSORS having its Registered office at ISHA,PLOT 26,JAYPRAKASH HOUSING SOCIETY, JAYSINGPUR-KOLHAPUR ,MAHARASHTRA 416101(AQA), India , Providing the management system assessment and Certification Services (hereinafter called as First Party or AQA)

AND

..... having its Registered office is ready to get the management system auditing and certification services from AQA (hereinafter referred as Second Party)

are entered into this agreement on as mutually agreed on the following terms and conditions as :

1. General Conditions

- 1.1 Certification Audit of Client's management system shall be performed on the basis of the requirements of applicable standards.
- 1.2 The audit program shall include a two-stage initial audit, surveillance audits in the first and second years, and a recertification audit in the third year prior to expiration of certificate.
- 1.3 An audit plan is established for each audit in contract with the Client.
- 1.4 A documented report is provided after each audit.
- 1.5 Client shall make all necessary arrangements for the conduct of the audits, including provision for examining documentation and access to all processes and areas, records and personnel for the purpose of initial certification, surveillance, recertification and resolution of complaints.
- 1.6 Client shall make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors).
- 1.7 Client shall comply with certification requirements.
- 1.8 This agreement shall become a contract upon its acceptance and signing by both the parties, This agreements shall bind both of the parties and no other statements, representations or arguments, verbal or written, which contradicts to the terms and condition of this agreement is void made by either representative of the parties.
- 1.9 The Certification process shall be initiated after the acceptance of this agreement.
- 1.10 AQA shall provide detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification and the normative requirements for certification; in its website www.aceqa.in

2. Terms of Payment:

AQA shall inform about the fees for application, initial certification and continuing certification in its Quotation

- 2.1 Invoices / Performa Invoices shall be provided to the client organization and client organization is liable to pay the stipulated amount as raised and duly accepted by the client organization for certification services as scheduled in the invoice at the different stages. Charges and fees shall be on the basis of the application review.
- 2.2 Postponement of confirmed on-site audit dates may result in charges up to 50 percent of scheduled on-site assessment plus all pre-paid expenses.
- 2.3 In the event an account is not paid or otherwise resolved within 30 days after the date of invoice, Thereafter, interest will be become chargeable on the outstanding amount @ 18% per annum.
AQA may at its option:
 - Refuse any further consideration of the agreement,
 - Not issue a certification document or
 - Terminate this agreement with reasons in writing
- 2.4 Fees and expenses incurred by AQA in connection with collecting past due accounts shall be the responsibility of the Organization.
- 2.5 Certificate of Registration will only be issued upon successful assessment and when the outstanding invoices have been settled
- 2.6 Fees for special Surveillance visits, as and when, required to be made to the Organizations premises, will be specifically quoted and charged, separately.
- 2.7 Travel expenses of Assessment staff will be charged at actual from our nearest office. Boarding and lodging expenses shall be charged at actual where the assessment staff is required to travel overnight.

3. Rights and Duties of Client Organization (Pre Certification)

- 3.1 Client Organization shall provide to the AQA all documents, information and facilities at sites as required, to enable AQA

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- to provide its services under this Agreement and sites will be audited as per the sample plan prepared by AQA.
- 3.2 The Organization agrees to comply with relevant provisions of the provision of the standard requirement for which the certificate is applied, with the requirements for certification-granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification. If the organization has multiple sites the agreement shall cover all the sites covered by the scope of the certification.
- 3.3 The AQA can select any accredited client for witness audit. The client shall permit for the witness audit and allow the accreditation body assessors to assess the competency of the AQA auditor. There shall be no additional charges for witness audit and all the expenses shall be borne by AQA.
- 3.4 Due to any circumstances whatsoever, AQA can visit the client any time and if this visit is not for the purpose of Surveillance or follow-up audit, then no fees shall be charged.
- 3.5 When requested, Organization shall make available all documents including complaint and related matters to AQA.
- 3.6 AQA shall not be liable for any loss or damage due to any failure or delay in performance of this agreement resulting from any cause beyond our reasonable control, compliance with applicable regulations or directive of national, state or local governments is the responsibility of the client.
- 3.7 Client will agree to ensure that the auditors/ assessors are properly briefed about health, safety and other necessary safety hazards that they may encounter during the audits. Client will be responsible for providing them with the personnel protective / safety equipment during the audits.
- 3.8 For the scopes not available with the AQA, the validity of certificate is contingent upon the organization agreeing and meeting the requirements specified in Certification Rules as given in our website and this agreement. The conformity with the requirements for certification is the responsibility of the organization. AQA shall issue a non-accredited certificate. As per the terms mutually agreed a fresh accredited certificate may be issued as and when the activity is accredited by Accreditation Body. In the event the client is issued a non-accredited certificate, AQA can provide an accredited certificate only after doing a fresh audit as per the terms mutually agreed. In case any change of rules or methodology is advised by the accreditation body, the same shall be applicable for certification body and the client for maintaining the validity of Certificate.
- 3.9 After the signing of agreement, if the applicant wishes to cancel it, the advance or any other charges paid shall not be refundable. Liability of AQA is limited to a maximum of amount equivalent to the fees paid by the client. The offer given in agreement is valid for 30 days from the date of issuance.
- 3.10 The client shall agree allow and give access to Auditors and /or Certification personnel or observer to carry out any auditing activity, Inspection or investigation against any complaint
- 3.11 The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to AQA for the purposes of this Agreement.

4. Post Certification Terms and Conditions:

- 4.1 Certificates:** Certificates of conformity issued by AQA shall be the property of AQA and that these shall be returned to AQA if and when the certificate is withdrawn.
- 4.2 Use of Logos and Marks:** Right to use Logo is granted and the use of the logo is subject to restrictions.
- 4.2.1 Logo/Marks shall not be used during the period of suspension / withdrawal of certificate and shall be discontinued from all its advertisement material that contains a reference to certification.
- 4.2.2 Certified organization shall not apply marks to laboratory test, calibration or inspection reports, such reports are deemed to be products in this context. Mark shall not be used on a product or product packaging seen by the consumer or in any other way that may be interpreted as denoting product conformity
- 4.2.3 Use of AQA and accreditation logo on any test report or certificate is not allowed stating/indicating that the tests are approved.
- 4.2.4 Not to use logo of AQA or Accreditation Board in such manner as to bring AQA or to Accreditation Body into disrepute and not to make any misleading or unauthorized statement or incorrect references (such as claiming certification of locations/ activities/ sites not covered in the scope) with respect to their certification.
- 4.2.5 Not to use certification/ accreditation logos to indicate that the product or service is certified by AQA.
- 4.2.6 Does not use or permit the use of a certification document or any part thereof in a misleading manner
- 4.2.7 The Client Organisation shall ensure compliance to these requirements while making reference to its registration or use of certification logo/ mark in communication media such as Documents, brochures or advertising. The customer shall follow the logo rules which be supplied along with the certificate, if issued.
- 4.3 Voluntary withdrawal:** Client may request for suspension / withdrawal of certificate on temporary basis if they feel that their existing system does not comply / conform to the requirements of the standard.
- 4.4 Suspension and withdrawal and Restoration:** AQA will impose the suspension based on the conditions defined and which are publicly available on the website. AQA will Suspend and / or Withdraw the certificate if the client fails to meet the requirements of the Standard or Criteria, fees and / or expenses incurred by AQA are not paid / cleared and also in the opinion of the auditor that the terms of business of AQA you are complying with, is not established. The reasons which caused suspension shall be complied within 30 days. In case the client organization has not complied with then suspended certificate will be withdrawn. Under the withdrawal of certification the organization shall return the original certification and other related documents. Upon suspension and withdrawal of certification, the Organization shall discontinue its use of all advertising matter that contains reference to certification as directed by AQA. The Client organization can restore the certification with 6 months of the suspension after complying all the condition by which



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the certificate was suspended.

- 4.5 The client shall agree to inform AQA any changes with respect to Management System, Organizational change including Legal, Commercial, Organisational status, ownership, Changes in personnel like managerial, decision making and Technical staff, change of location or address or site, changes in the certified scope and any major changes in management system and processes including additional or deletion of processes / activities, fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority. Any such issues related OHS finding by any third party shall be brought into notice of AQA during Surveillance or Re-Certification Audit.
- 4.5 Certification is granted and maintained based on the limited sampling audit and AQA shall not be responsible for the client's failure to maintain the implemented documented system.
- 4.6 **Complaints and appeals:** Client Organisation has the right to complain against assessment / findings on decisions taken by AQA auditor / independent auditor. The complaint shall be in writing and an independent investigation shall be carried out AQA and the findings of the complaint will be intimated to client organisation. Client organization have the right to appeal against any decision taken. Any complaints received from third party will be forwarded to you regarding and the decision shall be disclosed to third party. The actions taken by you on these complaints shall be notified and communicated to AQA.
- 4.7 The client Organization hereby warrants and covenants with ROHS that it will, at all times, during the subsistence of the Agreement comply with all ROHS requirements necessary for the issuance of the Certificate of Registration including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate of Registration is issued or such other reasonable requirements of ROHS as are Necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with AQA Accredited Quality System Certification Scheme Regulations.
- 4.8 The organization shall ensure that the information provided to AQA by the organization, relevant to its management system is kept updated and it shall promptly notify AQA of any intended change in its Management system which would significantly affect the effective implementation of its management system. Changes such as contact address and sites, legal status, scope of Certification, organizational structural changes needs to be communicated to the AQA
- 4.9 Client Organization shall not use or present the use of certification document in a misleading manner or make such statements.
- 4.10 Client Organization shall amend all advertising matter when the sector and scope of certification has been reduced
- 4.11 Client Organization shall not allow reference to its management system certification to be used in such a way, as to imply that AQA has certified a product or services or process
- 4.12 Client Organization shall not imply that the certification applies to activities that are outside the sector and scope of certification.
- 4.13 Client Organization shall not use its certification in such a manner that would bring the certification body and/or certification system into disrepute or loose public trust.
- 4.14 Certified Client Organisation informs to AQA without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. These include, for example, changes relating to the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), contact address and sites, scope of operations under the certified management system, and major changes to the management system and processes. AQA shall review the changes and may conduct the audit to verify the changes..
- 4.15 Allow the Accreditation Board Assessors with or without AQA Audit Team to verify the relevant documents and records maintained for particular Management System Certification, the information about the audit will be provided well in advance.
- 4.15 AQA may at any time, refuse to issue a certificate or suspend or cancel such certificate in circumstances where, in AQA's opinion, compliance with the specified standard/ specification (including not meeting the regulatory requirements) is not maintained on continuous basis or conditions of this contract are not met. In case of cancellation, the customer's name shall be removed from the register of certified companies and such information may be available to public.
- 4.16 The Client organization shall declare in advance that any of its employee does not have any conflict of Interest with the AQA.

5. Responsibilities of AQA

- 5.1 ROHS shall inform the client, in advance, that the name, Geographical Location, scope of certification, Date of Issue, Date of Expiry, Date of Surveillance audit and status and standard of the certification are the information which intends to place in the public Domain and the any other information which is not meant to public domain asked by public cant be provided until and unless permission is taken from the client.
- 5.2 Any information about the client (e.g. complaint, Notice or feedback) received by AQA from the any person other than client like complainant/Regulators/Statutory bodies or any other person shall be treated confidential and cant not be disclosed to client.
- 5.3 All other information, except for information that is made publicly accessible by the client, will be considered confidential by AQA
- 5.4 Except as required in this International Standard, is information about a particular client or individual disclosed to a third party without the written consent of the client or individual concerned will not be disclosed by AQA.



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- 5.5 AQA have a policy governing any mark that it authorizes certified clients to use. It shall be provided with the certificate.
- 5.6 when there is any change in the requirement of the certification then AQA will send a notice to client company intimating the new requirement or change. The client has to Comply to notice of any changes to its requirements for certification and verification of compliance with the new requirements
- 5.7 AQA shall exercise proper control of ownership and shall take action to deal with incorrect references to certification status or misleading use of certification document marks and audit reports. AQA actions include request for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and it necessary, legal action
- 5.8 AQA shall provide information of client's, address standard and scope in public domain.
- 5.9 Information provided by the AQA to any client or to the marketplace, including advertising, shall be accurate and not misleading.
- 5.10 On request from any party, AQA shall provide the means to confirm the validity of a client certification.

6. Confidentiality

- 6.1 AQA shall, through legally enforceable agreements, follow policy to safeguard the confidentiality of the information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on our behalf.
- 6.2 Except as may be required by Law or the ISO 17021-1:2015 or due to contractual obligation like with AQA , Information between AQA and the Organization will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.
- 6.3 In case any law or regulation required to disclose the information of the client organization or individual to a third party which is treated as confidential shall be given but the client organization or individual concerned shall be notified in advanced.
- 6.4 AQA shall inform the Organization of any information other then brief particulars of the organization about that AQA shall place them, as per then existing practice covering name, relevant nominative document, scope and geographical locations in public domain. All other information, except for information that is made publically accessible by the Organization, shall be considered confidential.
- 6.5 Information about the Organization from sources other then Organization i.e. complaints and regulators shall be treated as confidential, consistent with the AQA's policy.
- 6.6 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the AQA's behalf, shall keep confidential all information obtained or created during the performance of the AQA's activities.
- 6.7 AQA shall ensure and having a process for the secure handling of all confidential information including documents and records held by it.
- 6.8 When any confidential information is to be made available to any external bodies' i.e. accreditation body, agreement group of per assessment scheme, AQA shall keep the client organization informed.

7. SHORT NOTICE AUDIT

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

In either of such cases AQA will describe and make known in advance to the certified clients on the following aspects:

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

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

This the client responsibility to accept and facilitate accreditation Board from which seeking accreditation for its Management System without any or with limited time notice

8. Certification Recommendation



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- 8.1 In the event of major non conformities being , a recommendation for certification is made subject to a Corrective action plan being submitted within 30 days and corrective actions being verified onsite and closed out through a special visit within 60 days of the stage 2 date, before certification is granted.
- 8.2 Where the audit has revealed only minor non conformities which need to be addressed through corrective actions, the certification may be recommended subject to the Corrective Action Plan being submitted by the company within 30 days together with objective evidences of the corrective actions taken. The corrective actions plan is required to be closed out upon physical verification of the satisfactory implementation at the first subsequent surveillance audit.
- 8.3 In the case of where “opportunities for improvement having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit.
- 8.4 AQA may perform additional full audit, an additional limited audit, or documented evidence (to be confirmed during future surveillance audits) to verify effective correction and corrective actions.

9. Liability:

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

10. Force Majeure:

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

11. Disputes:

In case of the dispute arise between the parties then it shall be settled by appointment of the sole arbitrator as The Indian Arbitration Act. Aggrieved party can challenge the award of arbitrator with 30 days of the award but the Jurisdiction area shall be New Delhi and the case can be filed in the competent court of New Delhi only.

FOR & ONBEHALF OF ACE QUALITY ASSESSORS (Signature With Seal) Name of Signatory: Designation: Date:	FOR & ONBEHALF OF (Signature With Seal) Name of Signatory: Designation: Date:
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