

BM Certification

Management system certification rules

1. General

BM Certification offers third party certification services ("Services") of management system certification in order for prospective and existing Clients to be able to demonstrate conformity of Systems to customers and end-users. Certificate is issued on basis of certification audit results and is valid for 3 years. During Certification cycle 2 surveillance audits must be performed at least once per year. Following Certification cycles consist of recertification audit and 2 surveillance audits.

2. Scope of Contract

2.1. This document, together with the application for quote (when accepted and signed by the Client) are part of the Commercial Contract and shall form the terms and conditions of Contract between the parties ("the Contract").

2.2. This document describes the rights, responsibilities and duties of BM Certification, and the business or organisation, as identified in the Contract (the "Client"), whose System(s) ("System" – shall mean the organisational structure, responsibilities, activities, resources and events that together provide organised procedures and methods of implementation to ensure the capability of the Client to meet the standard(s) (the "Standard")) has been or is to be Certified ("Certified" – shall mean a System is in operation and subject to a valid certificate of conformance ("Certificate")) by BM Certification to the Standard.

2.3. The Certificate awarded by BM Certification covers only those services or products manufactured and/or supplied strictly within the scope of the Client's System as Certified by BM Certification.

2.4. The Client remains solely liable for any defect in its products, services or system and shall defend, protect and indemnify BM Certification from any claim, liability and all defect, loss, cost, expense arising out of or in connection with the said products, services or System.

3. IP Rights and Licences

3.1. The BM Certification intellectual property rights, titles and interests in all service mark(s), trademark(s), certification mark(s) other names or logos, copyright works and inventions remain the property of BM Certification and cannot be sold or licensed by the Client.

3.2. BM Certification shall award a licence to the Client to use its certification mark(s) and logo(s) for the duration of this Contract when used in accordance with the applicable Terms of Use (as amended from time to time), which are available on the BM Certification web site (www.bmtrada.lv) or on request.

3.3. BM Certification will audit the use of logos and/or marks. BM Certification reserves the right to substitute or withdraw the right to use any or all logos, marks, certificates and audit documentation at any time in the event of noncompliance with the Terms of Use or should the Contract be terminated, for whatever reason.

3.4. Intellectual property rights, titles and interests in all service mark(s) trademark(s), other names or logos and copyright works belonging to organisations which formally approved BM Certification to offer the Services or organisations working on their behalf (the "Accreditation Body(ies)") shall remain the property of the respective organisations.

3.5. Use of the service mark(s) trademark(s), other names or logos and copyright works described in Clause 3.4 are governed by Standards and rules which are available from the Accreditation Body or BM Certification.

3.6. All claims and uses of the Accreditation Body's service mark(s), trademark(s), other names or logos and copyright works must be in compliance with the requirements of the relevant Standards and rules.

3.7. The Client acknowledges the title of the Accreditation Body's intellectual property rights and that the Accreditation Body shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights.

3.8. BM Certification reserves the right to use any information that is brought to its attention and to investigate any infringements of trademark, service mark and intellectual property rights of the Accreditation Body.

4. Obligations of BM Certification

4.1. BM Certification will appoint competent qualified auditors to conduct audits and assessments of the Client's System in accordance with the Accreditation Body's rules and procedures and BM Certification's management system requirements.

4.2. BM Certification will ensure that audit and assessment services are delivered at a frequency determined by BM Certification or Standards in order for BM Certification to maintain confidence in the ongoing efficiency of the System but not less than once a year.

4.3. BM Certification will issue audit report and non-conformance reports, if appropriate, after each audit activity.

4.4. BM Certification will issue a Certificate on successful completion of the initial certification assessment to the satisfaction of BM Certification.

5. Obligations of the Client

5.1. The Client agrees to comply with any conditions set by BM Certification for the issue of a Certificate and recognises that BM Certification has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate.

5.2. The Client consents to BM Certification using outsourced resources in the delivery of its obligations appertaining to this Contract.

5.3. The Client shall ensure that its System complies with the current versions of the rules, regulations and Standard(s) against which it is certified. Current versions of the rules, regulations and Standards can be obtained from the respective websites of the Accreditation Bodies, or from BM Certification or from the Standards issuing authority.

5.4. The Client agrees to undergo regular surveillance and audit as determined by BM Certification and must provide BM Certification with reasonable cooperation and assistance and allow BM Certification to examine, documentation and records and access to relevant equipment, locations, areas, personnel and subcontractors deemed necessary by BM Certification to verify the maintenance of the System.

5.5. The Client agrees that:

- a. BM Certification has the right to undertake unannounced or short notice surveillance evaluations.
- b. BM Certification and its Accreditation Bodies have the right to implement higher surveillance frequencies based on a risk assessment of the Client's Certificate scope, System and location.
- c. Additional surveillance visits, as deemed necessary by BM Certification, will be charged at BM Certification's rates current at the time of supply of such services.

5.6. The Client recognises that:

- a. Initial Certification will only be granted once all non-compliances are corrected.
- b. On-going certification is reliant on continued compliance with the Standards rules and regulations of the relevant Accreditation Body, which may change from time to time, including the requirement to address any non-conformances to the satisfaction of BM Certification in the specified time periods.

5.7. The Client shall inform BM Certification promptly of any significant changes to its product(s), services, resources, management, System or any other circumstances, which may materially impact on the continued validity of its certification, for example but without limitation: change of site, additional sites, change of process, change of ownership, change of scope. In such circumstances the Client shall agree to the payment of any applicable additional fees and expenses deemed necessary for BM Certification to assess the impact and maintain confidence in the System.

5.8. The Client shall allow the Accreditation Body, or its representative, access to any part of the audit or surveillance process for the purposes of witnessing BM Certification's audit team performing the audit of the System to determine conformity with the requirements of the Standard. This will include the right of access to confidential information. The Client will not have the right within this Contract to refuse such a request either by the Accreditation Body, its representative or BM Certification.

5.9. The Client agrees that information relating to its certification and scope of certification can be made publicly available by BM Certification and the Accreditation Body.

5.10. The Client shall declare to BM Certification any activity which may create a conflict of interest in relation to its Certified System.

5.11. The Client shall cooperate with BM Certification and provide the audit team with the required documentation (if necessary to a specific stage of the certification procedure) for assessment purposes, not later than 1 week prior to the initiation of the audit procedure

5.12. The Client shall register and document all complaints received regarding the conformity of the requirements of the certification and shall perform analysis of such complaints, maintaining the records thereof. The Complaint register and records are available on request for review to BM Certification.

5.13. OH&SMS only (OHSAS 18001 and ISO 45001) – the client must inform BM Certification, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

6. Suspension or withdrawal of certification

6.1. BM Certification shall be entitled to suspend or withdraw the Client's certification on 7 days' written notice (or with immediate effect in the case of urgent need) and reserves the right to make public the fact that such action has been taken when, in the reasonable opinion of BM Certification:

- a. the Client's acts, omissions or conduct bring or may bring BM Certification, the Accreditation Body or its Standards into disrepute;
- b. the Client represents, promotes or advertises any products or Systems which are outside the scope of its Certificate as Certified by BM Certification;
- c. the Client makes fraudulent misrepresentation or provides BM Certification with any inaccurate or misleading information, which is not corrected within three working days or immediately on being notified by BM Certification;
- d. the Client is in material breach of any term of this Contract;
- e. the Client is in breach of or is not subject to the requisite License Agreements, including any attributable to the Accreditation Body; or
- f. the Client fails to maintain or demonstrate an effective System such that the confidence in the Certificate is adversely affected.

6.2. Where it considers it appropriate, BM Certification may, at its sole discretion, inform the Client of its intention to suspend or withdraw certification and to allow the Client a reasonable opportunity to take corrective action, within such timescales as BM Certification may reasonably specify, before the suspension or withdrawal takes effect.

6.3. In the event of BM Certification's withdrawal from accreditation or inability to continue to supply certification accredited by the respective Accreditation Body, BM Certification will notify the Client within thirty (30) days of such withdrawal and the Certificates relating to the respective scope of the Accreditation Body will be suspended ipso facto within six (6) months after the date of withdrawal.

6.4. On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks associated with BM Certification and the Accreditation Body, or to sell any products that have previously been labelled or marked (or authorised labelling and marking) using the trademarks, and cease to make any claims that imply that they comply with the requirements for certification.

6.5. The Client shall advise all relevant existing customers of the suspension or withdrawal in writing within three (3) working days (or other period as determined by BM Certification) of the withdrawal or suspension taking effect, and maintain records of that advice.

6.6. The Client shall, as requested by BM Certification, either destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect or return all such certification to BM Certification. The Client shall also cooperate with BM Certification and its Accreditation Bodies to confirm that these obligations have been met and shall, if requested, confirm in writing the destruction or return of all such references or certificates by one of its directors.