

## **BM Certification Terms and Conditions**

### **Description of the product certification process**

#### **1. General**

BM Certification UK offers certification services various standards of products in order for potential and existing Clients to be able to demonstrate conformity of products to customers and end-users.

#### **2. Scope of Contract**

21. 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**").

22. This document describes the rights, responsibilities and duties of BM Certification UK, and the business or organization, as identified in the Contract ("**the Client**"), whose System(s) ("**System**") shall mean the certification of wood construction, construction lumber, solid wood panelling or other Accredited scheme, the organizational structure, responsibilities, activities, resources, events that together provide organized 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 ("**the Certificate**") by BM Certification UK to the Standard.

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

24. The Client remains solely liable for any defect in its products, services or System discovered during compliance audits.

#### **3. IP Rights and Licenses**

The BM Certification UK 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 UK and cannot be sold or licensed by the Client.

#### **4. Obligations of BM Certification UK**

41. BM Certification UK 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 UK management system requirements.

42. BM Certification UK will ensure that audit and assessment services are delivered at a frequency determined by BM Certification UK or Standards in order for BM Certification UK to maintain confidence in the ongoing efficiency of the System.

43. Following the assessment of the application of quote and conclusion of the Contract, BM Certification UK will implement the audit procedure in accordance with the Standard and internal procedures and both parties shall agree upon the planned days, dates, venue of audits and the audit team. Not later than 2 weeks before the initiation of the audit procedure.

44. BM Certification UK will issue audit report and non-conformance reports, if appropriate, after each audit activity. Audit report with corresponding audit documents is supplied to BM Certification UK Ltd technical reviewers / certification manager for review and certification decision making.

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

## 5. Obligations of the Client

5.1. The Client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by BM Certification UK.

5.2. The Client shall ensure that its System complies with the current version 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.

5.3. The Client agrees to undergo regular surveillance and audit as determined by BM Certification UK and must provide BM Certification UK with reasonable cooperation and assistance and allow BM Certification UK access to all premises, documentation and information deemed necessary by BM Certification UK to verify the maintenance of the System

5.4. The Client agrees that:

- a. BM Certification UK has the right to undertake unannounced or short notice surveillance evaluations.
- b. Additional surveillance visits, as deemed necessary by BM Certification UK, will be charged at BM Certification's UK rates current at the time of supply of such services and as stipulated in the Commercial Contract.
- c. for certification in conformity with the product certification standard or designated technical specifications which indicate that the assessment shall be done in accordance with system 1 and the conduction of type tests, BM Certification UK utilizes one of the following laboratories:
  - MEKA SIA
  - Vilnius Gediminas technical university
  - Fire Research Centre of the Fire and Rescue Department under the Ministry of the Interior Lithuania
  - JSC Testlita

5.5. The Client recognizes that:

- a. Certificate will only be granted once all non-compliances are corrected and closed.
- b. product certification surveillance audits are conducted at least once a year in accordance with EN 14081 (VSG), EN14250, EN14915, EN14351, EN16034 standards, during the certification cycle, a total of 1 certification audit and 2 surveillance audits; re-certification audits will be conducted every 3 years.
- c. product certification surveillance audits are conducted at least twice a year in accordance with EN 14081 (MSG); EN 13986, EN 14080; EN 15497 standards, during the term of the certification cycle 1 certification and 5 surveillance audits, recertification audits will be conducted every 3 years.

5.6. The Client shall inform BM Certification UK promptly of any significant changes to its product(s), services, resources, management, System or any other circumstances, which may materially impact the continued validity of its certification, for example but without limitation: change of site, change of process, change of ownership, change of scope. In such circumstances the Client shall agree to perform an extraordinary audit, the costs of which have been stipulated in the Commercial Contract, and pay any applicable additional fees and expenses deemed necessary for BM Certification UK to assess the impact and maintain confidence in the System.

5.7. 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 UK 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, witness assessment, compliance assessment, unannounced assessment, or any other special short notice assessment. 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 UK.

5.8. The Client agrees to make claims regarding the certification consistent with the scope of the certification.

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

5.10. Where necessary the Client shall also enter into and maintain a valid License

Agreement for the use of the certification mark on its certified product. The Client shall affix the UKCA mark on its products in compliance with the Standard after having coordinated with the Certification Body.

5.11. The Client shall cooperate with BM Certification UK 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. If the Client should submit the Certification documents and copies thereof to third parties, they must be provided with all details of the certification scheme.

5.13. The Client shall register and keep record of 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 UK. The Client shall:

- a. take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the certification requirements,
- b. document the actions taken;

5.14. The Client does not use its product certification in such a manner that can bring certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider unauthorized or misleading.

5.15. If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

5.16. The Client shall comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity and on information related to the product.

## **6. Suspension or withdrawal of certification**

6.1. BM Certification UK shall be entitled to suspend or withdraw the Client's certification if:

- a. The certified products or Systems of the Client continuously and consistently fail to comply with the Standard, including the requirements of management system efficiency.
- b. The certified Client refuses to undergo surveillance audits or recertification audits within the specified frequency.
- c. The Client arbitrarily cancels the certification procedure, notifying BM Certification UK in writing.
- d. The Client fails to comply with the financial obligations of the Contract.
- e. During the audit procedure 5 or more Major non-conformities or 10 or more Minor non-conformities have been raised by auditor
- f. The Client has not dealt with the non-conformities within the specified deadline.
- g. The Client has failed to comply with the requirements of the use of trademarks of BM Certification UK / Accreditation Body or UKCA marking (logo) requirements in conformity with the Standard.

6.2. Where it considers it appropriate, BM Certification UK 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 a corrective action, within such timescales as BM Certification UK may reasonably specify, before the suspension or withdrawal takes effect.

6.3. If BM Certification's UK accreditation has stopped due to any circumstances or BM Certification UK has inability to continue to supply certification accredited by the respective Accreditation Body, BM Certification UK 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 UK, UKCA and the Accreditation Body, or to sell any products that have previously been labelled or marked (or authorized 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 UK) of the withdrawal or suspension taking effect and maintain records of that advice.

66. The Client shall, as requested by BM Certification UK, either destroy all electronic and hardcopy Certificates relating to the certification and 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 UK. The Client shall also cooperate with BM Certification UK 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.

## **7. Appeals and Complaints**

Clients wishing to complain or appeal about the assessment process including decision making of BM Certification shall do so in accordance with the BM Certification UK Complaints and Appeals Processes which are available on request.

## **8. Materiality (Basis of opinion)**

BM Certification UK conducts its audit activity through a sampling process to determine if the System meets the Standard(s). Any statement of conformity issued by BM Certification UK in the form of reports, Certificates or other communications is based on these sampling processes. BM Certification UK does not warrant, represent or undertake that these statements mean that all activities are in conformance with the relevant Standard(s) at the time of the audit or that subsequent to the audit activity those activities audited will continue to be in conformity with the relevant Standard. BM Certification UK accepts no liability to the Client in the event that any loss or claim is suffered by the Client as a result of any finding that the System does not comply with the Standards.

## **9. Confidentiality**

Except as may be required by law or required by the Accreditation Body, BM Certification UK, its related Group Offices and the Client 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 the Contract, provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is required to be disclosed by law. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

## **10. Assignment**

Neither party shall assign the Contract or any of its rights and obligations hereunder whether in whole or in part without a prior written consent of the other.

## **11. Additional**

This document is an addendum to the Commercial Contract.

Authorized representative`s Name	
Position	
Authorized representative`s signature	
Date	