

Certification Practice Code

Cotecna India

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Change history

| Version | Author | Description |
|----------------------------|------------|---|
| 1 | Management | Initial Issue Dated- 10 th OCT 2017 |
| Current - Issue - 2 | Management | COTECNA New Logo Applied – 1 st AUG 2018 |
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1 Introduction

- a) This code of practice (the “Code”) is part of the contractual requirements that govern the relationship between the Client and Cotecna Inspection India Private Limited (“COTECNA” or “Certification Body”) and rules the certification services provided by COTECNA. The Code has been developed in accordance with the applicable requirements of the Accreditation Bodies whose accreditation is currently held by Cotecna. The Code apply also to certification services outside accredited schemes.
- b) The Code, as applicable, the Proposal, the Application, the Rules for Use of COTECNA Certification Mark, constitute the entire agreement (the “Contract”) between the Client and Cotecna with respect to the matter hereof.
- c) A copy of the Code, and any amendment thereto which may be issued from time to time will be provided by Cotecna, prior to the commencement of the Certification Services.

2 Scope

COTECNA provides Certification Services to individuals, businesses or companies (each of them a "Client"). Cotecna may delegate the performance of all or part of the Certification Services to an affiliate, agent or a subcontractor and the Client authorises COTECNA to disclose to them the necessary information for such performance.

When part of the work is subcontracted to others, Cotecna retains full responsibility for granting, maintaining, expanding, reducing, suspending or withdrawing the certification and for ensuring that agreements are in place and documented properly.

COTECNA will notify the Client of any changes to the certification requirements within a reasonable time.

3 Organisational Chart

A copy of the organizational chart, showing the responsibility and reporting structure of Cotecna is available on request.

4 Definitions

- > Accreditation Body: means any organization (whether public or private) having the authorization to appoint Certification Bodies, e.g., ANAB, NABCB, UKAS etc.
- > Application: means the request for services by a Client;
- > Certificate: means the certificate issued by the Certification Body;
- > Certificate Management: means the activities necessary to decide, from COTECNA Quality Resources on the certification, the maintenance, extension, reduction, suspension, reactivation and cancellation of such certification;
- > Certification Services: means the certification of management system, products, processes, and services.
- > Proposal: means the outline of the Certification Services to be rendered by COTECNA to the Client;
- > Party: means COTECNA and the Client individually and the term “Parties” shall be construed accordingly;

- > Report: means a report issued by the Certification Body to the Client indicating whether or not a recommendation to issue a Certificate is to be made;
- > Site: a permanent location where the Client carries out its work and / or services.

5 Statement of Impartiality

COTECNA understands the importance of impartiality and potential conflicts of interest while carrying out the Certification Services. COTECNA has a compliance program, based on the “Code of Conduct and Ethics” to ensure that the highest standards of integrity are applied in all its activities worldwide.

COTECNA conducts an annual study about the impartiality and conflicts of interest, which is reviewed by the committee of impartiality (Advisory Board). This is an independent committee comprised of members representing all key stakeholders, common consumers, representatives of industry and trade organizations, technical regulations of governmental and non-governmental organizations.

Conflicts of interest and objectivity are widely covered in the training of staff and COTECNA’s contractual arrangements to ensure that the Certification Services are conducted independently and impartially.

6 Confidentiality

COTECNA keeps confidential throughout its organization the information obtained in the course of its business. COTECNA will not disclose any confidential information to third parties, unless in response to legal process or required by an Accreditation Body as part of the accreditation process. COTECNA may share the Client’s information with those who have a valid need to know reason, as the auditors of the Accreditation Body(ies), in which case the Client shall be informed.

7 Application for Certification

Upon receipt of an Application form duly completed by the Client , COTECNA will send a Proposal to the Client outlining the scope, terms and conditions of the contract to be entered between COTECNA and the Client together with this Code, the cost of the Certification Services and method of payment Upon acceptance and signing off the Proposal by the Client COTECNA will allocate the project to (a) competent auditor(s) who will be responsible to ensure that the Certification Services are conducted in accordance with COTECNA’s procedures as applicable .

8 Duties and Responsibilities of the Client

In order to obtain and retain certification, the Client shall comply with the following procedures and rules:

1. The Client shall ensure that all product samples, access, assistance, information, records, documentation and facilities are made available to COTECNA when required by COTECNA to complete the assessment program (certification/ surveillance/ re-certification), including the assistance of properly qualified, briefed and authorized personnel of the Client. The Client shall appoint a designated person who is authorized to maintain contact with the Certification Body. The Client shall in addition provide COTECNA, free of charge, suitable space for conducting meetings.

2. The Client shall provide access to records of communications from third parties, external to the organization, as well as specific data or other documentation related to regulatory or legal compliance review, as required. This includes records of all communications and actions related to the requirements of the rule of each management system or other applicable regulatory documents such as complaints and grievances of stakeholders of applicable customers, community and treatment of them, the sanctions imposed by the competent authority for breach of statutory requirements or regulations, etc. The Client shall maintain a register recording all customer complaints and safety-related incidents reported by an enforcing authority or users relating to those covered by the Certificate and make this available to the Certification Body on request.
3. The Client must be available to receive the auditor(s) on the dates previously agreed with COTECNA.
4. To enable COTECNA to comply with legislations on health and safety, the Client must provide to COTECNA all available information regarding known or potential hazards to personnel of COTECNA that they may encounter during their visit. COTECNA must take all reasonable steps to ensure that while on the premises of the Client, its staff complies with all health and safety regulations and the Client shall properly report the same to COTECNA.
5. The Client shall take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the Certifications Services.
6. The Client shall not use the Certificate for discrediting COTECNA (eg. loss of reputation or respect) and make no deception or a statement about the unauthorized certification. So far as it is permitted by law, the Client acknowledges that, it has not been induced to enter into the Contract in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Code and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto. Any conditions or stipulations included in the Client's standard form or documents which are inconsistent with, or which purport to modify or add to, this Code shall have no effect unless expressly accepted in writing by COTECNA.
7. The Client may only reproduce or publish extracts of any report of COTECNA if the name of COTECNA does not appear in any way or if the Client has obtained the prior written authorization of COTECNA. COTECNA reserves its rights to lodge a complaint in case of disclosure in breach of this clause or disclosure which COTECNA considers in its sole discretion is abusive. The Client shall not publicize details of the way in which COTECNA performs, conducts or executes its operations.
8. Allow the performance by the auditors of surveillance audits, special/ additional audit for closing non-conformances, lifting of suspension, extension or reduction of the scope and other types of audits necessary to verify compliance with the relevant rules and procedures of the Client.
9. The Client shall complete a minimum internal audit of all elements of the relevant rules and a review by management of the system management prior to the certification audit. The Client must have generated at least three (3) month's records of management system implementation prior the audit. In addition, the Client shall maintain a register with all customer complaints and reported safety-related incidents relating to those covered by the Certificate and make it available to the Certification Body upon request.
10. When the Client can show that remedial action has been taken by it within the time limit specified by the Certification Body, to meet all the requirements, the Certification Body will arrange, at additional cost to the Client, to repeat only the necessary parts of the audit.
11. If the Client fails to take acceptable remedial action within the specified time limit, it may be necessary for the Certification Body, at additional cost to the Client, to repeat the audit(s) in full.
12. The Client shall, when requested, accommodate the presence of observers e.g. accreditation auditor, or trainee auditor or technical experts during audit.
13. The Client shall notify, without delay, COTECNA of changes that may affect the management system or the scope of the Certificate. Any breach of this obligation to inform may lead to the revocation of the Certificate. Changes include, without being limited to:
 - Changes in the reason or purpose;

- Changes in the direction of Sites or the scope of certification;
- Any increase or reduction in the Client's organization structure, its processes, personnel or scope of operations which relate to the administration management system;
- Merger, liquidation, transfer of shares and any other transaction involving a change in the legal nature of the Client;
- In the event of any judicial or administrative action or sanctions imposed by competent authority; of any major non-conformity (i.e., a total or systematic failure of the management system to meet a requirement of the certification standards or that reduces the ability to meet specified requirements) identified during internal audits undertaken by the Client, its partners or public authorities; cessation of activity in excess of sixty (60) days

Any such change may lead to adjustments in the number of days of audit as initially planned by COTECNA.

9 Certification Process and Procedures

Certification process for the different certification standards (Example- ISO 9001, ISO 22000, FSSC 22000, BRC, IFS, BAP etc.) are available upon request.

The certification audit shall be performed in different stages as detailed In the relevant COTECNA's procedure available upon request]

10 Certification Decision Process and Procedure

Information regarding the conditions for the granting, maintaining, extension, reduction, refusing, suspension and cancellation of the Client's Certificate are detailed in the relevant COTECNA's procedure, available upon request. When the Certification Body is satisfied that the Client meets all the certification requirement, it will inform the Client and issue a Certificate.

11 Certification Period

The Certificate will remain valid until its expiry unless the surveillance shows that the Client's management system no longer meets the certification requirements.

12 Surveillance

COTECNA shall carry out periodic surveillance covering all or part of the aspects of the management system at the discretion of the allocated auditor(s). The Client shall give access to the Sites for surveillance purposes whenever necessary with the Certification Body reserving the right to make unannounced visits.

A Client's objection or refusal of any such surveillance visit may lead to the suspension of the Certificate.

COTECNA shall inform the Client of the results of the surveillance.

13 Special Audit

COTECNA reserves the right to conduct special audits to management system, to verify compliance with the requirements of the certification, which may cause the modification, suspension or withdrawal of the Certificate.

14 Extension or Reduction of Certification

The Client may request in writing the extension or reduction of the scope of the Certificate to cover other Sites, a new process, additional activities on the same Site or different Sites, by completing a new Application form. The Application procedure described in clause [7] will apply and an audit on those areas not covered or to be reduced shall be carried out. The cost thereof will be determined on the basis of the nature of the work.

15 Certificate Renewal

Clients wishing to revalidate Certificates approaching the end of their cycles shall apply under the procedure set forth in Clause 7. Clients are generally informed of the requirement for re-certification during the pre-recertification visit of each cycle, but sole responsibility for timely filing the re-certification application shall be with the Client.

16 Suspension of Certificate

COTECNA may suspend a Certificate for a limited period in the following non-exhaustive cases:

- a) If the Client has not successfully completed the implementation of a request for corrective action within the deadline, or
- b) If the Client has not done the correction, in case of improper/ misuse use of certification marks, with appropriate remedial action, or
- c) If audits are not conducted within the specified period of time, or
- d) If there has been a contravention to the Contract, this Code or the Rules for Use of COTECNA Certification Mark; or
- e) Unreasonable delay in the Payment of fees for the Certification Services.

COTECNA shall confirm in writing to the Client about the suspension of a Certificate. At the same time, COTECNA shall indicate under what conditions the suspension will be lifted. At the end of the period of suspension, an investigation by a special auditor shall be done to determine whether the conditions indicated to restore the Certificate are met by the Client.

Once the conditions are fulfilled, COTECNA shall lift the suspension and notify the Client of the reactivation of the Certificate. If the conditions are not met, the Certificate shall be withdrawn.

The Client shall bear all expenses incurred in the COTECNA to suspend and restore a Certificate.

17 Certificate withdrawal

A Certificate may be withdrawn if:

- a) The Certificate is not reactivated within the maximum period of suspension;
- b) The Client takes improper action in case of a suspension;
- c) The Client has submitted false documentation to obtain the Certificate;
- d) The Client uses the Certificate for illegal activities;
- e) If COTECNA terminates the Contract with the Client.

In any of these cases COTECNA has the right to withdraw the Certificate by giving written notice to the Client.

The Client may submit an appeal (see clause 23).

In cases of withdrawal, COTECNA shall make no refund of fees, and shall publish the withdrawal of the Certificate and notify the appropriate Accreditation Body, if any.

18 Cancellation of Certificate

A Certificate will be cancelled if:

- a) The Client inform COTECNA in writing that it does not renew the Certificate or no longer does business
or
- b) The Client does not launch the renewal procedure in a timely manner.

In case of cancellation COTECNA shall make no refund of fees and shall publish the withdrawal of the Certificate and notify the appropriate Accreditation Body, if any.

The suspension or cancellation of the Certificate means the withdrawal of right of any legal action by the Client against COTECNA and the Client shall not continue to use the Certificate for any purpose after the date on which it is notified in writing of the suspension or cancellation of the Certificate. In case that the Client continues to use the Certificate, COTECNA may initiate legal action against the Client and require the payment of royalties and compensation for the misuse of the Certificate.

Further information on Certificate suspension, withdrawal, cancellation can be found in the procedure: IN-CS-SP- 05, available upon request.

19 Certificate Transfer

The Certification Body generally recognizes at its entire discretion, the certificates issued by other accredited organizations if that does not compromise the integrity of respective Certification standards.

20 Records Conservation

COTECNA keeps on file for the period required by the relevant Accreditation Body or by applicable law, all records relating to certification process.

At the end of the records conservation period, COTECNA shall transfer, retain or dispose of the material at its own discretion, unless instructed otherwise by the Client. Fees for complying with any such instructions shall be on Client's account.

21 Intellectual Property

Any document, including but not limited to any Report or certificate provided by COTECNA and the copyright content there is and remains the property of COTECNA and the Client must not alter the content of such documents in any way. The Client has the obligation to return the original certificates COTECNA initially granted after the expiry of its validity or in case of withdrawal in accordance with clauses 17 & 18. The Client has the right to make copies solely for internal purposes. Duplicate certificates are available for external communication upon request.

22 Use of Certificates and Certification Mark

The rights and duties of the Client, including requirements, restrictions or limitations on use of COTECNA marks and logos and ways of referring to the certification are described in the Rules for Use of COTECNA Certification Mark, available upon request.

23 Process and Procedure of Appeals, Complaints and Disputes.

Information on Appeals, Complaints and Disputes can be found procedure: IN-CS-SP- 06 Complaints and Appeals, available upon request

24 Terms and Conditions of Business

COTECNA's Terms and Conditions of Business (available on <http://www.cotecna.com/en/About-Cotecna/Terms-Conditions>) are incorporated by reference herein, In case of conflicts between the Terms and Conditions of Business and either this Code or the Rules for the Use of Certification Mark, the Code and/or the Rules for the Use of Certification Mark shall prevail.

25 Governing law and Arbitration

Unless specifically agreed otherwise, all disputes arising out of or in connection with this Code or the Contract shall be governed by and construed in accordance with the laws of India exclusive of any rules with respect to conflicts of laws. All disputes arising out of or in connection with this Code hereinabove shall be finally settled according to the provisions of the Arbitration and Conciliation Act 1996 (as may be amended from time to time). The arbitration shall be conducted by a sole arbitrator who will be appointed by mutual agreement between the Parties. The arbitration shall take place in Mumbai (India) and shall be conducted in the English language.