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1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

HPiVS: HPi Verification Services (Ireland) Limited t/a HPiVS, registered in Ireland with company CRO number 577786.

Certification Scheme: a conformity assessment system related to specified products, to which a set of specified requirements, specific rules and procedures apply.

Client: the person or firm who is requesting Services from HPiVS.

Order: the Client's order for Services as set out in the Client's written *request for services* or agreement with HPiVS for the provision of the Services.

Deliverables: the certificate(s) set out in the Order produced by HPiVS for the Client.


Services: the services, including the Deliverables, supplied by HPiVS to the Client as set out in the Order.

2. Certification Agreement

2.1 In the case that certification is issued by the Supplier based upon audit of the Client's quality systems, the Client understands that auditing is based on sampling within the Client's management system and is not, therefore, a guarantee of 100 % conformity with requirements. The Client, and not the Supplier, has the responsibility for consistently achieving the intended results of implementation of the management system standard and conformity with the requirements for certification.

2.2 The Client undertakes and covenants to the Supplier:

- (a) where the Supplier issues a formal certificate or report in its official capacity as an EU Notified Body, to abide by the instructions stated on the certificate or report regarding the displaying of the Supplier's Notified Body identification number;
- (b) not to misuse or misrepresent the scope of any document issued by the Supplier. Misuse includes defacing/modifying the document in any way and claiming it applies to other products, however, similar;
- (c) to fulfil the requirements of any certificate, Certification Scheme and the Supplier including without limitation:
 - (i) implementing appropriate changes when they are communicated by the Supplier;
 - (ii) complying with the requirements of the Supplier when making any reference to the certification in communication media such as documents, brochures or advertising; and
 - (iii) complying with any requirements relating to the use of marks of conformity and the supply of product information.
- (d) where the certification applies to ongoing production (as opposed to individual assessment) to ensure that each product continues to fulfil the product requirements.
- (e) where the certification covers surveillance and/or monitoring of ongoing production (conformity assessment modules A2, C1, C2, D, E, F, H), the client agrees to the Supplier conducting ongoing surveillance visits. Furthermore where reasonably considered necessary by the Supplier, the Client agrees to the Supplier conducting unexpected visits to verify continuing compliance of the products covered by the certification;
- (f) to make all necessary arrangements for:

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- (i) any evaluation and surveillance (if required) by the conformity assessment module, including the provision of any documentation or records and access to the Client's premises, equipment, locations, areas, personnel and subcontractors;
 - (ii) the participation of observers, if required, including personnel from the National Accreditation Body; and
 - (iii) the recording and investigating of complaints related to products covered by the certification and to make such records available to the Supplier;
- (g) not to use any certification in such a manner as to bring the Supplier or any agents of the Supplier into disrepute or to make any statement regarding any certification which the Supplier deems to be misleading or made without proper authorisation;
- (h) to only supply complete and accurate copies of any certification documents to third parties, or as otherwise specified in the relevant Certification Scheme;
- (i) to take appropriate action with respect to any complaints and any deficiencies found in products affecting compliance with certification requirements and to maintain a written record of such actions; and
- (j) to inform the Supplier, without delay, of proposed changes that may affect its ability to conform to the certification requirements including;
- (i) Legal, commercial, organisational status or ownership
 - (ii) Organisation and management (eg key managerial, decision-making or technical staff)
 - (iii) Modifications to the product or production methods
 - (iv) Contact addresses and/or production site(s)
 - (v) Changes to the approved quality management system

2.3 Without prejudice to the other rights and remedies available to the Supplier under the Contract, the Client acknowledges and agrees that failure to comply with any of its obligations under or in connection with the Contract will require corrective action to be implemented and may include suspension and/or withdrawal of the certificate(s) (or other Deliverables) and notification to relevant authorities.

2.4 The Client acknowledges and agrees that any certificate, statement, report, document or other Deliverable issued by the Supplier may not remain valid where the Client has modified the particular product which the Deliverable relates to.

2.5 Upon suspension, invalidation, withdrawal or termination of any certification, the Client shall discontinue its use of all advertising matter, branding or marketing materials that contains reference thereto and shall take all actions as are required by the Certification Scheme or the Supplier, including the return of certification documents, cessation of use of the Notified Body ID number or any other required measure.

2.6 The Client acknowledges and agrees that any document issued by the Supplier, that is mandated by legislation as an official attestation of compliance, will be listed on the Supplier's website for public viewing.

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