 HPi VS <small>HPi Verification Services</small>	DATE: 18 September 2020	ISSUE: 02
	TITLE: Certification Agreement	

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 The Client undertakes and covenants to HPiVS:

- (a) where HPiVS 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 HPiVS's Notified Body identification number;
- (b) not to misuse or misrepresent the scope of any document issued by HPiVS. 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 HPiVS including without limitation:
 - (i) implementing appropriate changes when they are communicated by HPiVS;
 - (ii) complying with the requirements of HPiVS 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 HPiVS conducting ongoing surveillance visits. Furthermore where reasonably considered necessary by HPiVS, the Client agrees to HPiVS conducting unexpected visits to verify continuing compliance of the products covered by the certification;
- (f) to make all necessary arrangements for:
 - (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 HPiVS;

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- (g) not to use any certification in such a manner as to bring HPiVS or any agents of HPiVS into disrepute or to make any statement regarding any certification which HPiVS 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 HPiVS, 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

2.2 Without prejudice to the other rights and remedies available to HPiVS 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.

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

2.4 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 HPiVS, including the return of certification documents, cessation of use of the Notified Body ID number or any other required measure.

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