

BM TRADA LATVIJA

Management system

certification process description



1. General

BM TRADA Latvija ("BM TRADA") offers third party certification services ("Services") of management system certification (ISO9001 and ISO50001) in order for prospective and existing Clients to be able to demonstrate conformity of products, services, personnel and Systems to customers and end-users.

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 TRADA, 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 TRADA to the Standard.
- 2.3. The Certificate awarded by BM TRADA covers only those services or products manufactured and/or supplied strictly within the scope of the Client's System as Certified by BM TRADA.
- 2.4. The Client remains solely liable for any defect in its products, services or system and shall defend, protect and indemnify BM TRADA 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 TRADA 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 TRADA and cannot be sold or licensed by the Client.
- 3.2. BM TRADA 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 TRADA web site (www.bmtrada.lv) or on request.
- 3.3. BM TRADA will audit the use of logos and/or marks. BM TRADA 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 non compliance 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 TRADA 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 TRADA.
- 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 TRADA 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 Exova BM TRADA

- 4.1. BM TRADA 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 TRADA's management system requirements.

- 4.2. BM TRADA will ensure that audit and assessment services are delivered at a frequency determined by BM TRADA or Standards in order for BM TRADA to maintain confidence in the ongoing efficiency of the System but not less than once a year.
- 4.3. BM TRADA will issue audit and non-conformance reports, if appropriate, after each audit activity.
- 4.4. BM TRADA will issue a Certificate on successful completion of the initial certification assessment to the satisfaction of BM TRADA.

5. Obligations of the Client

- 5.1. The Client agrees to comply with any conditions set by BM TRADA for the issue of a Certificate and recognises that BM TRADA 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 TRADA 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 TRADA or from the Standards issuing authority.
- 5.4. The Client agrees to undergo regular surveillance and audit as determined by BM TRADA and must provide Exova BM TRADA with reasonable cooperation and assistance and allow BM TRADA to examine, documentation and records and access to relevant equipment, locations, areas, personnel and subcontractors deemed necessary by BM TRADA to verify the maintenance of the System.
- 5.5. The Client agrees that:
 - a. BM TRADA has the right to undertake unannounced or short notice surveillance evaluations.
 - b. BM TRADA 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 TRADA, will be charged at BM TRADA'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 TRADA in the specified time periods.
- 5.7. The Client shall inform BM TRADA 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 TRADA 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 TRADA'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 TRADA.
- 5.9. The Client agrees that information relating to its certification and scope of certification can be made publicly available by BMTRADA and the Accreditation Body.
- 5.10. The Client shall declare to BM TRADA any activity which may create a conflict of interest in relation to its Certified System.
- 5.11. Where necessary the Client shall also enter into and maintain a valid License Agreement with the Accreditation Body for its certification scheme.
- 5.12. The Client shall cooperate with BM TRADA 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

5.13. 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 TRADA.

6. Suspension or withdrawal of certification

6.1. BM TRADA 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 TRADA:

- a. the Client's acts, omissions or conduct bring or may bring BM TRADA, 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 TRADA;
- c. the Client makes fraudulent misrepresentation or provides BM TRADA with any inaccurate or misleading information, which is not corrected within three working days or immediately on being notified by BM TRADA;
- 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 TRADA 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 TRADA may reasonably specify, before the suspension or withdrawal takes effect.

6.3. In the event of BM TRADA's withdrawal from accreditation or inability to continue to supply certification accredited by the respective Accreditation Body, BM TRADA 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 TRADA 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 TRADA) of the withdrawal or suspension taking effect, and maintain records of that advice.

6.6. The Client shall, as requested by BM TRADA, 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 TRADA. The Client shall also cooperate with BM TRADA 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 decisions of BM TRADA shall do so in accordance with the BM TRADA Complaints and Appeals Processes which are available on request.

8. Materiality (Basis of opinion)

BM TRADA conducts its audit activity through a sampling process to determine if the System meets the Standard(s). Any statement of conformity issued by BM TRADA in the form of reports, Certificates or other communications is based on these sampling processes. BM TRADA 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. The Client undertakes to make all customers and end users aware of the foregoing provisions of this Clause. BM TRADA 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. Terms and Conditions

This Contract constitutes the sole obligations to be undertaken by BM TRADA, and the sole rights and remedies of the Client.

10. Client Warranty

- 10.1. The Client hereby warrants and covenants with BM TRADA that it will at all times during the subsistence of the Contract comply with all reasonable requirements necessary for the issuance of the Certificate including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority pursuant to which in compliance with which or for the purpose of which the Certificate is issued or such other reasonable requirements of BM TRADA as are necessary to enable the Certificate to be issued and maintained in force in accordance with the standards reasonably expected of accredited or competent certification.
- 10.2. The Client hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to BM TRADA for the purposes of the Contract, both at the time of supply and subsequently. The Client further warrants that in the event that it discovers that certain information provided is not accurate or complete, it will notify BM TRADA of this as soon as it becomes aware of it.

11. Confidentiality

Except as may be required by law or required by the Accreditation Body, BM TRADA 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.

12. Assignment

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

13. Additional

- 13.1. This document is an addendum to the Commercial Contract.