

SGS Code of Practice

1. INTRODUCTION

These Codes of Practice have been structured in accordance with the applicable requirements of the accreditation bodies whose accreditation is currently held by the Company above mentioned (the "Certification Body"). These Codes apply also to certification outside accredited schemes.

2. SCOPE

The Certification Body provides services to persons, firms or companies (each a "Client"). The Certification Body may provide its services directly or, in its absolute discretion, through (a) its own employees, (b) any SGS affiliated company or (c) any other person or organization, as may be entrusted by the Certification Body. Where part of the work is subcontracted to others, the Certification Body retains full responsibility for granting, maintaining, extending, reducing, suspending or withdrawing certification and for ensuring that properly documented agreements are in place.

The Certification Body will notify its clients of any changes to the requirements for certification within a reasonable timeframe.

3. CONFIDENTIALITY

The Certification Body maintains confidentiality at all levels of its organisation concerning information obtained in the course of its business. No information will be disclosed to any third party unless in response to legal process or required by an accreditation body as part of the accreditation process. The client's name, location, and scope of certification may be entered into relevant directories. SGS maintains its own directory of certified clients which is publicly available via the SGS website. This will show the status of any suspended, cancelled or withdrawn certificates.

4. ORGANISATIONAL STRUCTURE

A copy of the organisation chart of the Certification Body, showing the responsibility and reporting structure of the organisation, and documentation identifying the legal status of the Certification Body are available on request.

5. APPLICATION FOR CERTIFICATION

On receipt of a completed Questionnaire (provided by the Certification Body upon request), a Proposal is sent to the Client outlining the scope and costs of services together with an Application for Certification. Once the Application is returned, together with any due payments and controlled copies of relevant documentation and samples, the project will be allocated to an auditor who will be responsible for ensuring that the services are carried out in accordance with the procedures of the Certification Body.

6. CLIENT'S OBLIGATIONS

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

- a. the Client shall make available to the Certification Body all documents, samples of products, drawings, specifications and other information required by the Certification Body to complete the assessment programme and shall appoint a designated person who is authorised to maintain contact with the Certification Body;
- b. the Certification Body, if not satisfied that all certification requirements are met, shall inform the Client of those aspects in which the application has failed;
- c. 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 assessment;
- d. 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 repeat the assessment in full;
- e. identification of conformity shall refer only to the sites or products assessed as specified in the Certificate and Assessment Schedule (if any) or other attachments which may accompany the Certificate

- f. the Client shall when requested accommodate the presence of observers during assessments e.g. accreditation auditors, or trainee auditors
- g. the Client shall maintain a register recording all customer complaints and safety related incidents related to the scope of certification, reported by an enforcing authority or stakeholders and make this available to the Certification Body on request. In addition, the client shall without delay inform the Certification Body of any serious incident or breach of regulation relevant to the scope of certification necessitating the involvement of a regulatory authority

7. ISSUANCE OF CERTIFICATE

When the Certification Body is satisfied that the Client meets all the certification requirements, it will inform the Client and issue a Certificate. The Certificate shall remain the property of the Certification Body and may only be copied or reproduced for the benefit of a third party if the word "copy" is marked thereon.

The Certificate will remain valid, until its expiry, unless surveillance reveals that the management system and/or products of the Client no longer meet the standards, norms or regulations.

The Company reserves the right to decide, on a case by case basis, at its sole discretion and after taking into account various local requirements, that the issuance of the Certificate will be conditioned to the full payment of the Company's fees and costs in connection with the said Certificate or any prior services performed for the Client.

8. CERTIFICATION MARKS

Upon issuance of a Certificate, the Certification Body may also authorise the Client to use a designated certification mark. A Client's right to use any such mark is contingent on maintaining a valid Certificate in respect of the certified management system or products and compliance with the Regulations governing the use of the mark issued by the Certification Body.

A Client who has been authorised to use the mark of an accrediting body must also comply with the rules governing the mark of such body. Improper use of such a mark is a non-conformity with certification requirements and could result in suspension of certification.

9. SURVEILLANCE

Periodic surveillances shall be carried out and shall cover aspects of the management system, documentation, manufacturing and distributing processes and products, depending on the type of certification services provided, at the discretion of the nominated auditor. The Client shall give access to all sites or products for surveillance purposes whenever deemed necessary.

The Certification Body shall reserve the right to make additional announced or unannounced audits as required either under the requirements of a certification scheme or as a result of a reported incident or complaint, or a breach of regulation.

The Client shall be informed of the results of each surveillance visit.

10. RENEWAL OF CERTIFICATION

Clients are generally informed of the certification renewal requirements during the pre-renewal visit, which is typically the last surveillance visit of each certification cycle. Notwithstanding the above, the Client remains solely responsible for ensuring that all certification renewal requirements are fulfilled in a timely and complete manner. Certification may only be renewed where a valid contract for certification services is in place. For the avoidance of doubt, a new contract for certification services is not required where the existing contract for certification services remains in full force and effect.

11. EXTENSION OF CERTIFICATION

In order to extend the scope of a Certificate to cover additional sites or products, the Client shall complete a new Questionnaire. The application procedure outlined in Clause 5 will be followed and an assessment will be carried out on those areas/products not previously covered. The cost of extending the scope of certification will be based on the nature and programme of work.

Following a successful assessment an amended Certificate will be issued covering those aspects covered by the extended Certificate.

12. SYSTEM/PRODUCT MODIFICATION

The Client shall inform the Certification Body, in writing, of any intended modification to the management system, products or manufacturing process which may affect compliance with the standards, norms or regulations. The Certification Body will determine whether the notified changes require additional assessment. Failure to notify the Certification Body of any intended modification may result in suspension of the Certificate.

13. PUBLICITY BY CLIENT

In compliance with the applicable Regulations governing the relevant mark(s), a Client may render public that its relevant management system or products have been certified and may print the relevant certification mark on stationery and publicity materials relating to the scope of certification.

In any case, the Client shall ensure that its announcements and advertising material do not create confusion or could otherwise mislead third parties about certified and non-certified systems, products or sites.

14. MISUSE OF CERTIFICATE AND CERTIFICATION MARK

The Certification Body shall take suitable action, at the expense of the Client, to deal with incorrect or misleading references to certification or use of Certificates and certification marks. These include suspension or withdrawal of Certificate, legal action and/or publication of the transgression.

15. SUSPENSION OF CERTIFICATE

A Certificate may be suspended by the Certification Body for a limited period in cases such as the following:

- a. if a Corrective Action Request has not been satisfactorily complied with within the designated time limit; or
- b. if a case of misuse as described in Clause 14 is not corrected by suitable retractions or other appropriate remedial measures by the Client; or
- c. if there has been any contravention of the Proposal, Application for Registration, General Conditions for Certification Services, these Codes of Practice or the Regulations governing the use of the certification mark; or
- d. if products are being placed on the market in an unsafe or non-conforming condition; or

- e. if audits are not carried out within the prescribed timeframe

The Client shall not identify itself as certified and shall not use any certification mark on any products that have been offered under a suspended Certificate.

The Certification Body will confirm in writing to the Client the suspension of a Certificate. At the same time, the Certification Body shall indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfilment of these conditions the suspension shall be lifted and the Client notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate shall be withdrawn.

All costs incurred by the Certification Body in suspending and reinstating a Certificate will be charged to the Client.

16. WITHDRAWAL OF CERTIFICATE

A Certificate may be withdrawn if (i) the Client takes inadequate measures in case of suspension; (ii) in the case of product certification, the products do not conform to the standards, norms or regulations or are no longer offered; or (iii) the Certification Body terminates its contract with the Client. In any of these cases, the Certification Body has the right to withdraw the Certificate by informing the Client in writing.

The Client may give notice of appeal (see Clause 19).

In cases of withdrawal, no reimbursement of assessment fees shall be given and withdrawal of the Certificate shall be published by the Certification Body and notified to the appropriate accreditation body, if any.

17. CANCELLATION OF CERTIFICATE

A Certificate will be cancelled if (i) the Client advises the Certification Body in writing that it does not wish to renew the Certificate or goes out of business, (ii) the Client no longer offers the products or (iii) the Client does not timely commence application for renewal.

In cases of cancellation no reimbursement of assessment fees shall be given.

18. RECOGNITION OF ACCREDITED ORGANISATIONS

The Certification Body, in its absolute discretion, generally recognises the certificates issued by other accredited organisations where this does not compromise the integrity of a system or product certification scheme.

19. APPEALS

The Client has the right to appeal any of the decisions made by the Certification Body.

Notification of the intention to appeal must be made in writing and received by the Certification Body within seven days of receipt of notification of the non-issue, suspension or withdrawal of the Certificate.

An Appeals Form will be sent to the Client for completion and must be returned to the Certification Body within 14 days of receipt, supported by relevant facts and data for consideration during the Appeals Procedure.

All appeals are forwarded to the Certification Body and are put before the appeal's committee. The Certification Body shall be required to submit evidence to support its decision. Any decision of the Certification Body shall remain in force until the outcome of the appeal.

The decision of the appeal's committee shall be final and binding on both the Client and the Certification Body. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision.

In instances where the appeal has been successful and the Certificate issued or reinstated, no claim can be made against the Certification Body for reimbursement of costs or any other losses incurred.

20. COMPLAINTS

If anybody has cause to complain to the Certification Body, the complaint shall be made in writing, without delay, and addressed to the Certification Manager of the Certification Body. If the complaint is made against the Certification Manager, the letter of complaint shall be addressed to the Managing Director of the Certification Body.

The complaint shall be acknowledged in writing following receipt. The complaint will then be independently investigated by the Certification Body and closed on satisfactory conclusion of the investigation. Following closure, the complainant will be informed that the investigation has reached its conclusion.

21. TERMINATION FOR CONDUCT AFFECTING REPUTATION OF THE CERTIFICATION BODY

The Certification Body shall be entitled to either (i) suspend the certification granted to the Client; and/ or (ii) suspend or terminate the Agreement with the Client if the Client has caused or has become involved in any situation or activity which:

- i. tends in the reasonable opinion of the Certification Body to have a negative effect on its reputation or any aspect of its business; or
- ii. would expose the Certification Body or any aspect of its business to disrepute, scandal or offend the public in any territory in which the Certification body operations or services are marketed; or
- iii. reflects unfavorably on the reputation of the Certification Body, its brands or services; or
- iv. might affect the supply, successful sales and exploitation of the services of the Certification Body

The Certification Body reserves the right to add, to delete, or change these Codes of Practice without prior notification.

Unless otherwise explicitly agreed in writing, all Services are performed according to the General Conditions for Certification Services. In case of conflict with any other provision, the latter shall prevail.