

Standard Terms of Business for the Provision of Certification

INTRODUCTION

These specific Terms and Conditions are to be read in conjunction with the AsureQuality Standard Terms of Business available at www.asurequality.com. They add specific clauses not articulated in the Standard Terms of Business that are applicable to the Service Schedule related to providing certification.

ASUREQUALITY'S RESPONSIBILITIES

- a) AsureQuality provides audit, inspection, verification and certification against international, regulatory, and retailer standards.
- b) AsureQuality operates under internationally recognised accreditation standards and guides.
- c) AsureQuality is committed to offering independent, impartial recognition through certification of customers' management systems.
- d) AsureQuality will undertake assessment activities in a friendly, co-operative, timely manner producing timely, accurate and technically valid reports and statements.
- e) AsureQuality employ experienced assessment staff who hold relevant formal qualifications to oversee assessment activities.
- f) AsureQuality will maintain a register of certified organisations which is published on the JAS-ANZ website. Details presented are name, location and scope of certification. Approval from the organization will be sought before any other details are made public.
- g) Any information or records held by AsureQuality regarding applicants' and/or customers' systems will be treated as confidential, except as required by an applicable law or pursuant to a request from a regulatory body. Destruction of any such records will be carried out securely.

THE CERTIFICATION PROCESS

In order to become a certified supplier, organisations are required to undergo an assessment of their documented systems and/or product, dependent on the assessment standard. The standard against which systems are assessed will be agreed and defined. The particular process of gaining certification will be defined during completion of the Scope and Nature of Works Agreement or contract but will generally include some or all of the following components:

- Completion of the Scope and Nature of Works Agreement or signing of formal contract and agreement to these Terms and Conditions of Certification.
- A preliminary visit (optional).
- A documentation review (which may be combined with a provisional visit or on-site assessment).
- An on-site assessment.
- The provision of a formal report, which will include (but may not be confined to) any non-conformance against the nominated standard or the organisation's own systems that need to be addressed.
- Certification.
- A programme of ongoing surveillance and/or recertification audits.

The customer will be notified of any intended changes to the certification process as far in advance as possible.

CONDITIONS FOR CERTIFICATION

- a) Certification will be granted to customers that have demonstrated that their systems meet the nominated requirements.
- b) Certification will be continued providing these requirements, and the Terms and Conditions of Certification, continue to be met. AsureQuality will verify that this continues to be the case through a programme of surveillance and/or recertification visits.
- c) Customers wishing to extend, reduce or otherwise amend the scope of their certification may do so providing they notify AsureQuality and provide AsureQuality with the opportunity to undertake any assessment activity, and pay any resultant fees, that AsureQuality deems necessary.
- d) Customers unable, or unwilling, to maintain their systems may request to have their certification withdrawn.
- e) If AsureQuality believes, through assessment activity, that an organisation's system is no longer being maintained or if the certification or logo is being misused, certification may be suspended until such time as the system is brought back under control and meets the requirements of the nominated standard(s).

- f) AsureQuality personnel that experience any abuse or aggressive behavior will immediately cease the audit/inspection activity and certification will be withdrawn/withheld at the discretion of the Business Manager and/or CQA Manager.

FEES

AsureQuality is a user-pays organisation, recovering fees from customers for services provided. Fees charged will be negotiated and agreed with applicant organisations during completion of the Scope and Nature of Works Agreement or formal contract. Typically, fees may include hourly charges and the recovery of expenses. Some programmes have annual fees payable to the standard holder. This will be communicated to customers on a case-by-case basis and included in AsureQuality invoices.

CERTIFIED CUSTOMER RIGHTS AND DUTIES

AsureQuality's certification is available to all organisations, without discrimination.

Certified customers have the right to promote themselves, their systems and/or products (as applicable) using the specified AsureQuality mark in conjunction with the accreditation body logo in accordance with the terms of the License to use the marks and logos).

Ownership of certificates issued remains with AsureQuality.

Certified organisations are required to:

1. Comply with the provisions of the certification procedures, their own systems and the nominated standard against which they are certified.
2. Make all necessary arrangements for the conduct of the audits, including provision for access to all areas, processes, documentation, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints.
3. Allow copies of audit reports and/or certificates to be forwarded to authorised parties, i.e. the Accreditation Body and/or Standard owner, as required by the individual programmes.
4. Allow AsureQuality auditors to be accompanied by representatives of Accreditation Bodies, Regulators and representatives of Standard owners, as appropriate for the standard being audited. This includes suitable access to sites, facilities, documents, records and personnel.
5. Within reason, allow AsureQuality auditors to be accompanied by auditors in training.
6. As required by specific programmes, allow access to site of representatives of Standard owners, e.g. in response to complaints or as part of routine announced or unannounced audits, as applicable to the standard.
7. Provide Standard owners with feedback on the performance of AsureQuality, if requested.
8. Make claims, or use AsureQuality marks or Accreditation Body logos only in respect of the site, system or product scope for which they are certified and for the nominated standard(s) against which they have been assessed (extensions and additions to scopes can be made by arrangement with AsureQuality).
9. Uphold the reputation of AsureQuality and other certified customers and not use the certification in any way that, in the view of AsureQuality, brings disrepute upon AsureQuality or other certified customers.
10. Not use the certificate or any reports in a misleading manner.
11. Notify AsureQuality as soon as is practical, or within any timeframes specified by Standard owners, of any changes, intended or otherwise, that may affect compliance with the nominated standard(s) or these requirements. For example, changes to the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), contact address and sites, scope of operations under the certified management system, or major changes to the certified system and processes.
12. Reproduce Certificates in their entirety only.
13. Discontinue immediately the use of any advertising matter, promotional material, logos etc., in the event that certification is suspended or withdrawn.
14. In the event that any products endorsed as meeting a Standard that have been sold or dispatched but that are found to be compromised or do not meet the nominated Standard, undertake to advise the buyers of the product, in writing, to ensure that the products are removed from the marketplace.
15. Maintain records of customer complaints and subsequent activities.
16. Customers are obliged to correct any misleading statements made about their certification status. Customers who are identified as having incorrect statements in relation to their certification status will be required to make any necessary corrections or risk removal of certification.

It should be noted that the issue of a certificate does not imply that JAS-ANZ or the New Zealand or Australian Governments approve the system or product.

USE OF MARKS AND LOGOS

All valid certificates must include as a minimum, a reference to AsureQuality's JAS-ANZ accreditation and the number. Typically, all accredited certificates will contain both the AsureQuality logo and the JAS-ANZ logo with the appropriate accreditation number.

The 'Mark' is interpreted as the combination of the AsureQuality logo plus the system identifier, for example 'ISO 9001' or 'Certified Organic'.

The use of the AsureQuality Mark is controlled and may vary depending on the programme. Customers wishing to use the Mark in any way must contact AsureQuality to seek guidance and approval.

Any misuse of certificates or marks, which may include claims made by the customer purporting more than the actual scope, will result in the withdrawal of the certificate and permission to use the mark.

COMPLAINTS, APPEALS AND DISPUTES

In the event that a customer does not agree with the audit outcome, AsureQuality's processes, or personnel behaviour, then the customer has the right to lodge a complaint or appeal with AsureQuality through one of the following channels:

1. Directly with your auditor
2. Directly to your auditor's manager
3. Directly to a Key Account Manager, or
4. Contact the Customer Services desk at: info@asurequality.com

AsureQuality has a formal complaint handling process that involves an investigation and resolution process.

Customers who consider that AsureQuality has not acted appropriately may lodge a complaint or appeal directly with JAS-ANZ at: services@jas-anz.org

FURTHER INFORMATION

Any further information required may be obtained from:

Certification & QA Manager, AsureQuality Limited, Private Bag 14 946, Panmure, Auckland
Freephone 0508 00 11 22, www.asurequality.com, info@asurequality.com