

1. INTRODUCTION

1.1 General

TÜV CYPRUS LTD in the context of its activities for Management Systems Certification offers – through the Certification Department – to interested companies (Customers) its services for Management Systems Certification.

The companies can, in this way, confirm to meet the requirements of a Management System, in direct relation to the requirements of the products produced or/and the services offered, through an independent and impartial Certification Body.

The independence and impartiality of the certification services offered by TÜV CYPRUS constitute its Top Management's key priority and commitment. The Top Management is committed for managing any conflicts of interest and ensures the objectivity of the activities related to the certification of Management Systems.

The above are ensured by:

1. the organization of TÜV CYPRUS Certification Department,
2. the supervision wielded by the Technical Committee of the Certification Department and the Committee for Safeguarding Impartiality for the provided Product – Management Systems Certification services,
3. the written declaration of commitment of all TÜV CYPRUS personnel, including the external collaborators,
4. TÜV CYPRUS complete independence from any commercial activity due to its shareholding composition.

With the current structure and operation of TÜV CYPRUS Certification Department, the criteria and principles of the International Standard EN ISO/IEC 17021, the requirements of the Accreditation Bodies and the corresponding EA and IAF Guidelines, have been adopted and are kept.

The structure and operation of TÜV CYPRUS Management System (MS) are documented in the Quality Manual (QM) and the Quality Procedures (QP), through which the following issues, among other, are defined:

- i) the organization and responsibilities of departments
- ii) the training and education of auditors
- iii) the management of complaints and the determination of arbitration where required
- iv) the structures that ensure the continuous improvement of the overall operation of the Certification Department

TÜV CYPRUS and the auditors with which it collaborates (internal and external), do not provide consulting services and do not perform internal audits to companies that provide certification services. However, it is possible to use Auditors, who had previously provided consulting service to the Customer to be certified, only if two years have passed since then. Moreover, the Auditors are committed not to provide consulting services to the Customer, for the following two years after the audit.

1.2 Ensuring Impartiality

TÜV CYPRUS, as it is defined and in its statute, does not maintain any relationships (commercial and/or financial) with other Companies / Organizations, which may put at risk the impartiality of its decisions.

1.3 Management Systems Audit

Audits are classified in the following types:

a. Certification Audit (Initial Certification Audit / Validation Audit)

Audit and evaluation of the establishment, application and effectiveness of the Management System according to the Management System documentation, the requirements of the Certification Standard and the agreed scope of certification.

The certification audit is usually performed in two stages: Stage 1 Certification Audit and Stage 2 Certification Audit.

b. Re-Audit

Review and evaluation of the establishment, application and effectiveness of the corrective actions in points of the Management System where critical deviations have been detected during the Certification / Surveillance audit or after denunciation / complaint or significant changes in the company's Management System.

c. Surveillance Audit

On site audit in specific areas of the application and effectiveness of the Management System, within 12 and 24 months from the completion of the certification audit, in order the Certification Body to ensure that the certified Management System continues to meet the requirements between the certification and re-certification audits.

Other surveillance activities may include:

- request information from the Customer on subjects related to certification
- review of Customer's declarations in relation to its activities (e.g. promotional material, website)
- request documents and records from the Customer (either in printed or electronic format), and

- other means for monitoring the performance of the certified Customer

d. Re-certification Audit

Audit the application and effectiveness of the entire Management System within 36 months from the date of completion of the initial certification, based on the current issue of documents or the requirements of other relevant standards.

e. Extension Audit

Evaluation of the application and effectiveness of the entire Management System in additional business activities and/or sites of application with the objective to extend the Certificate scope. The Extension Audit may be performed either independently or in conjunction with the Surveillance or the Re-certification Audit.

f. Short-notice Audit

Special audits are conducted for the investigation of complaints or as a result of changes or as follow-up audit to Customers whose certificate has been withdrawn. In these cases special care is taken for the definition of the audit team, since the Customer does not have the opportunity of objection concerning the members of the audit team.

g. Issue of Certificate

The Certificate can be issued only after all non – conformities are resolved (e.g. through a successful Re-Audit or through a satisfactory evaluation of new documents) and provided that the lead auditor has approved the issue of the Certificate. The certificate is valid for three years.

2. OBLIGATIONS OF TÜV CYPRUS AND THE CERTIFIED COMPANY

2.1 TÜV CYPRUS Obligations

i) TÜV CYPRUS is committed to maintain confidentiality for all information communicated or provided from the Company and to evaluate them only for the agreed purpose of Certification. Documents provided by the Company are not handed in any way to third parties. Detailed assessment reports, which are provided in court cases through prosecutor or court act, are excluded.

Only the Company has the right to release TÜV CYPRUS from its obligation for confidentiality.

ii) TÜV CYPRUS performs certification and surveillance audits according to the regulations of TÜV NORD CERT and/or TÜV HELLAS (TÜV NORD) S.A. and/or TÜV CYPRUS, and the regulations of the corresponding Accreditation Bodies. The certification is conducted according to the requirements of the Standard specified in the relevant offer for the Company.

- iii) TÜV CYPRUS is obliged to inform the holders of certificates for every change in its certification procedure that may affect them directly.
- iv) TÜV CYPRUS maintains an updated list of certified companies in which the scope and the standard of certification are reported, as well as a list of withdrawn or recalled certificates. TÜV CYPRUS as long as it is requested in writing is obliged to inform every interested party for the validity status of any certificate.
- v) All TÜV CYPRUS personnel, including the external collaborators are committed for their independency, impartiality and confidentiality by signing the Code of Ethics and/or the Declaration of Independence where appropriate.
- vi) Adequate systems and data security procedures are implemented by TÜV CYPRUS, to ensure controlled access to information sites and to customer records.
- vii) TÜV CYPRUS is obliged to record the customer complaints that are related to the certification procedure and to inform the “Committee for Safeguarding Impartiality for the Provided Product – Management System Services”, mainly for well-founded complaints. In case the customer formulates a complaint for TÜV CYPRUS services and for the individuals who represent it (e.g. delays in certificates issuing, bad behavior etc.), the recipient is obliged to record (in case of an oral complaint) or receive the written information of the customer concerning the complaint and forward it to the Certification Manager and the Quality Manager. The Certification Manager shall decide upon the action for investigating the complaint in order to take a corrective action, which is approved by the Quality Manager and/or the Top Management of TÜV CYPRUS.
- viii) The corrective action must at least include:
- measures for the settlement – solution of the problem
 - prevention of re-occurrence
 - evaluation of the results of corrective actions adopted
- Moreover, a letter with all the necessary explanations is sent to the customer.
- ix) In case of a complaint from a third party concerning a customer of TÜV CYPRUS or after relevant publications / denunciations, TÜV CYPRUS asks for a written notification from the third party. Thereinafter, under the responsibility of the Certification Manager and notification of the Quality Manager, in communication with TÜV CYPRUS customer, an investigation takes place and if necessary a visit is scheduled to the customer premises according to the terms of the signed contract, for an on-site investigation / evaluation. The investigation results shall be notified to the complainant by the Certification Manager or the Quality Manager of TÜV CYPRUS. If the certificates are from TÜV NORD or TÜV HELLAS, they are notified accordingly.

x) In case where the customer has an objection concerning the decisions or services of TÜV CYPRUS and the individuals who represent TÜV CYPRUS, the recipient asks for the objection in writing and forwards it to the Certification Manager and the Quality Manager. The latter shall forward the objection to the “Committee for Safeguarding Impartiality for the Provided Product – Management System Services” of TÜV CYPRUS, which shall decide upon the actions for investigation of the objection in order to ascertain its correctness or not. The company has the right to appeal directly to the “Committee for Safeguarding Impartiality for the Provided Product – Management System Services”.

If the objection is deemed justified, measures are taken for:

- resolving the problem
- preventing the re-occurrence
- evaluating the results of corrective actions adopted

If it is deemed necessary to repeat the visit / audit at the customer premises, it will be performed by an audit team that does not have any relation to the previous audit for which the objection was expressed. The audit report of the second audit team is considered as the final decision of the certification body and is binding for both parties. In case where the objection is not justifiable, a letter with all the necessary explanations is sent to the customer.

xi) If the disagreement between TÜV CYPRUS and the Company is not resolved, then both parties have the right to take legal actions as these are specified in the between them signed contract.

2.2 Obligations of the Company (Customer)

- i) All information in printed or electronic format related to the company’s Management System shall be made available to TÜV CYPRUS during the evaluation.
- ii) Prior to the certification audit and the yearly surveillance audit, the company must have conducted a complete internal audit. All data of the company and the locations (sites) / production units related to the scope of certification must be audited. The internal audit must be conducted by an independent, to the audited activity, auditor. Additionally, the relevant Review of the Management System must be conducted.
- iii) The company must provide to the audit team access to all sites / departments / records related to the scope of certification, during the audit.
- iv) The company shall appoint a representative / representatives for escorting the audit team. He is usually the Management Representative designated for the Management System.
- v) The company is obliged after the certificate issuance, to immediately and without delay inform TÜV CYPRUS for all important changes, which where appropriate, may relate to:

- Changes to the legal status or the management of the company
 - Changes in the structure and organization of the company
 - Changes of the address and/or facilities
 - Changes of the operation related to the certified activity
 - Revisions of the Management Systems and of the processes applied
- vi) The company is obliged to record all complaints / denunciations / inspection results from Competent Authorities, which are related to the Management System, as well as the way it has managed them. These records must be available to the audit team throughout the audit.
- vii) The company is obliged to inform TÜV CYPRUS for any consulting services related to the Management Systems (prior or after signing the contract with TÜV CYPRUS), which have been provided, in order to avoid any conflict of interests.
- viii) In compliance with the requirements of the accreditation bodies, the company must accept the presence of the assessors of accreditation bodies during certification and surveillance audits. The company must also accept the evaluation of records that concern it by the assessors of the accreditation bodies.
- ix) The company has the right to reject the auditors appointed by TÜV CYPRUS and/or the assessors of accreditation bodies, where there is a documented justification.
- x) In cases of certification of companies with more than one application sites (group certification), the company is obliged to satisfy the following terms and notify promptly TÜV CYPRUS on any deviations from them. The terms are:
- Development, application and maintenance of a single Management System, which applies to all branches / production units of the company. This applies also for the Basic Procedures.
 - Surveillance of the entire Management System by the Management Representative at the headquarters of the company. The Management Representative has the right to issue instructions on matters of Quality / Food Safety / Environment / Health and Safety etc. related to all branches / production units.
 - Specific activities to be certified / certified operate centrally for all branched / production units (e.g. supplies, design, personnel management etc.)
 - The internal audits and Management System review must be conducted to all branches / production units, prior to the certification / surveillance / re-certification audit.

3. TERMS FOR USE OF CERTIFICATION LOGO (TÜV CYPRUS MARK -TÜV HELLAS MARK – TÜV NORD MARK - ITSMF) AND CERTIFICATE (TÜV CYPRUS CERTIFICATE - TÜV HELLAS CERTIFICATE – TÜV NORD CERTIFICATE)

The validity of the certificate begins with its date of issue and is valid for three (3) years, provided that the intermediate annual surveillance audits are conducted with a positive outcome for the company. The Surveillance audit can be conducted earlier if there are justifiable reasons. The application of this decision relies on the responsibility of the Certification Body.

- i) The right of use of the certification logo concerns solely and exclusively the procedures, facilities, holdings, organizational and operational units that were audited with a positive result and is not allowed to be used for any other rather than these (such as for products).
- ii) The certification logo can only be used in the form defined by TÜV CYPRUS and must be distinguishable and easily recognizable. The company has no jurisdiction to make any kind of changes to it, with the exception to its size in general. The company, prior to its use in letterheads, advertising materials, brochures etc., is obliged to submit a sample to TÜV CYPRUS, in order to obtain its written consent.

The certification logo can only be used close or alongside to the name and/or the logo of the company. It cannot be used on the product / service of the company or in a way that may imply the product / service. Especially for calibration, testing and analysis laboratories, as well as for inspection organizations, the use of logo on the calibration, testing, analysis and inspection reports is prohibited. It is used solely and exclusively by the company; the certificate, the logo or the right of their use cannot be transferred, sold, conceded or otherwise and for any other cause be allocated, in whole or in part, with or without payment, to any third party, general, special successor, an associated or affiliated company, a successor or any other organizational and operational structure or unit, facility or holding without the prior written approval of TÜV CYPRUS. If it is required, a new audit can be performed at the premises of the structure or unit to which the license for use can be transferred, while the certificate and the logo can be withdrawn whenever, according to the terms of the present Regulations. The same applies if the company changes its name, legal form, company type or other essential elements of its state and identity, as well as if by any reason ceases to exist even temporarily and even if it is re-established with the same or other name, legal form, company type or other essential elements of its state and identity. If the company wishes for such a transfer, a written request must be submitted to TÜV CYPRUS in order to obtain its prior written consent. If required, under the absolute judgement of TÜV CYPRUS, a new audit can be performed at any time to the premises of the structure or the unit, to which the logo use license will be transferred, while the certificate and the logo can be withdrawn whenever, according to the terms of the present General Regulations.

- iii) If the company owns other facilities, holdings, organizational and operational units, apart from those been audited and certified, the use of the certification logo must not pose any misleading risks.

- iv) In case where claims arise against TÜV CYPRUS from any third party, according to the provisions on liability of the producer or any other regulation, because the company uses the certificate or the certification logo in an opposing manner to the provisions of the General Regulations, the company is obliged to release TÜV CYPRUS from these claims, while it is not impossible for TÜV CYPRUS to raise indemnity claims for any damages or consequential damages suffered by the actions of the Company, especially concerning its name and reputation. The Company and TÜV CYPRUS shall not negotiate, agree, consent, recognize, undertake, accept, acknowledge etc. any obligation, debt or responsibility resulting from the above mentioned reasons, without first consulting each other; they shall however collaborate and provide mutually any necessary and possible assistance, facilitation and information in this regard. The same applies in case where claims arise against TÜV CYPRUS from third parties for the use of the logo by the Company for advertising or any other purposes.
- v) The Company is responsible to use the logo in competition and in any other occasion in such a manner that will not lead to any misinterpretation of the certification scope and furthermore, to take care that no impression is created in the framework of competition or in any other circumstance that the use of logo was granted following an audit by a competent state authority, institution or body.
- vi) The Company receives the non-transferable and non-exclusive right to use the certificate and the certification logo, according to the pre-announced terms.

4. REDUCTION OF THE CERTIFICATION SCOPE, TEMPORARY CERTIFICATE RECALL, WITHDRAWAL

4.1 TÜV CYPRUS has the right to temporarily recall or withdraw the certificate in case where:

- i) The Company does not notify TÜV CYPRUS for all changes or indications of changes to its Management System, conformation, structure, organization and operation that may affect the compliance of the Management System towards the predefined requirements, the quality of the product / service produced / supplied or distributed and anything that was, is or could be subject to audit and certification in general. In case where it is deemed necessary, under the absolute judgment of TÜV CYPRUS, a new audit will be conducted.
- ii) The Company violates a term of the General Regulations and of the relevant Contract, makes bad / misleading use of the certificate or logo or uses them in a way contradictory to the General Regulations, the Contract or the Law; or if their granting or maintenance are forbidden by law, administrative act, court decision or generally an act or decision of any public or other authority, institution or body in the framework of any jurisdiction, competence and procedure.

- iii) The result of the surveillance audit does not justify the maintenance of the certificate and the logo or the audit cannot be carried out for reasons not pertaining to TÜV CYPRUS but concern the Company or are due to random events or force majeure.
- iv) The Company declares bankruptcy, bankruptcy procedure is concluded due to lack of assets, the company is placed under administrative receivership, dissolution, liquidation, a liquidator or co-liquidator is appointed, the Company generally faces insolvency, suspension of payments, whole or partial suspension of operation, or whole or partial change of its field or scope of activity.
- v) The company does not pay the fee and possible expenses of TÜV CYPRUS, especially within the predicted deadline assigned by the latter. In this case TÜV CYPRUS reserves the right to pursue the payment of its claims in any legal way and manner, in and out of court.
- vi) The Company requests for a temporary withdrawal of the certificate for reasons not pertaining to TÜV CYPRUS but concern the Company.
- vii) The Company requests for a reduction in the scope of certification or during the audit is ascertained that the predefined requirements are not fulfilled for specific processes, activities or application sites; in this case TÜV CYPRUS has the right to reduce the scope of certification.

4.2 In cases of temporary recall or withdrawal of the certificate the Company automatically ceases to have the right to use the certificate and the certification logo.

4.3 When the right of use is cancelled, the Company is obliged to return the Certificate to TÜV CYPRUS and stop within one month to use the certification logo and make any reference to the certificate in any way and by any means. In each case, for the re-issuance of the certificate a new audit with positive results must be conducted. In the case of a temporary recall, the audit and the decision for the re-issuance of the certificate cannot exceed the six months from the date of the decision for temporary recall.