

## 1. Preamble

### 1.1 General

1.1.1. This Basic Regulation for Certification / Inspection is for reference to our clients that seek certification / inspection of products - services - processes , and is publicly available.

1.1.2 . TÜV HELLAS is a certification and inspection body, active in management systems certification , product certification , product inspections and audits as well as to certification of persons . The quality management system of TÜV HELLAS meets the requirements of the standards ISO / IEC 17021, ISO / IEC 17065, ISO / IEC 17020, ISO 14065 and ISO / IEC 17024 and the relevant Guidelines of IAF, EA and ESYP .

1.1.3 . Through the certification/inspection process of products - services – processes, TÜV HELLAS as an independent and impartial body, is able to confirm that the products - services – processes comply with the certification requirements regarding qualitative and quantitative characteristics , safety , fitness for purpose and continuous compliance during operation , as specified by the relevant legislative / regulatory documents , standards or certification schemes and contracts .

1.1.4 . This Regulation provides general information and defines the certification / inspection system of TÜV HELLAS and the cooperation with the client. It may be supplemented by relative Regulations of the certification/Inspection schemes.

### 1.2 Independence and impartiality

1.2.1. TÜV HELLAS, as defined in its statutory documents, has no relationship ( commercial and / or financial) with other companies / organizations , which may compromise the impartiality of its decisions and it is not engaged in any activities that may jeopardize the impartiality.

1.2.2 . The independence and impartiality of the services offered by TÜV HELLAS, is a key priority and commitment of the top management , which is committed to manage any apparent conflicts of interest , ensuring the objectivity of its activities relating to the certification / Inspection .

1.2.3 . The services of TÜV HELLAS are being provided, without any restriction or discrimination , to all customers who meet the requirements . Not limitations exist based on undue economic conditions , participation in associations, the size of the client or other conditions. An exception to this is when there may be cases of illegal activities or continuous and/or willful failure of the client.

## 2. Procedure

### 2.1. Terms & Definitions

The Certification/Inspection audits can be found as:

<i>Initial Certification Audit / Initial Inspection</i>	Initial inspection and assessment of the product - process - service including implementation and effectiveness of the management system of the customer where applicable , with the requirements of the certification/Inspection scheme .
<i>Re-Inspection / Re-audit</i>	Review and evaluation of the product - process - service , when corrective actions have been implemented by the client concerning the non conformities established during the audit/inspection. This visit is following the certification audit/inspection above.
<i>Surveillance Audit</i>	Review and evaluation of the certified product - process - service by intervals and methodology provided by the certification scheme in order for the Certification Body to ensure that the product - process - service continues to meet the requirements of the scheme. The implementation of this audit is under the responsibility of the certification body.
<i>Periodic Inspection</i>	Review and evaluation of the inspected product - process - service by intervals and methodology provided by the inspection scheme or proposed by the inspection body in order to ensure that the product - process - service continues to meet the requirements of the inspection scheme. The implementation of this inspection is under the responsibility of the client.
<i>Short-notice Audit</i>	The audits that are conducted in order to investigate complaints or after significant changes implemented by the client.

**2.2. Certification/Inspection Process**

1	<b>FINANCIAL &amp; TECHNICAL OFFER -ORDER- CONTRACT</b>	<p>The relevant divisions of TÜV HELLAS provide the opportunity to any client to have preliminary discussions for the following issues :</p> <p>A. Purpose and use of the specific Certification / Inspection scheme          B. Basic Requirements/Prerequisites for Certification / Inspection          C. Certification / Inspection procedures          D. Scope of Certification / Inspection schemes          E. Cost and duration of the Certification / Inspection</p> <p>In order for an offer/order/contact to be addressed by TÜV HELLAS it is essential that TÜV HELLAS has all the required information concerning the scope of desired certification / inspection ( product standards , legislation , etc. ) , the activity sites, any special product - service - process data, the operation of the client's system/business (resources , processes , equipment , etc. ) , the client's details (name , address , legal form , associated companies ) etc.</p> <p>This information must be reviewed by the relevant Division of TÜV HELLAS in order to</p> <ul style="list-style-type: none"> <li>✓ verify the completeness of product data and customer information</li> <li>✓ verify if the client's request is sufficient and resolve any pending issues</li> <li>✓ verify that TÜV HELLAS has all the resources which are available and adequate for the provision of certification / inspection services</li> <li>✓ Address the offer/contract.</li> </ul> <p>Along with the offer/contract, TÜV HELLAS is responsible to communicate to the client any relevant regulations if applicable (depending on the scheme).</p>
2	<b>CUSTOMER ACCEPTANCE-AUDIT PLAN</b>	<p>Once the client decides to cooperate with TÜV HELLAS he is obliged to send back the offer/contract dully signed. In general, once the offer is signed by the client, it is considered as an order/contract with the client (if no separate contract is signed).</p> <p>TÜV HELLAS will then plan the inspection / audit in co-operation with the client. The audit / inspection date should be agreed in writing with the customer 15 days before the audit</p>
3	<b>CONDUCTING THE AUDIT/INSPECTION</b>	<p>The audit / inspection includes the assessment of conformity of the product - service - process according to the plan and the requirements of the scheme, legislation, Agreement, Standards etc.</p> <p>The assessment may include:</p> <ul style="list-style-type: none"> <li>✓ Surveillance of the production</li> <li>✓ Surveillance of the product testing</li> <li>✓ Product Testing</li> <li>✓ Evaluation and verification of the product conformance against the scheme requirements unit by unit or in batches</li> <li>✓ Evaluation of the client premises, equipment, personnel.</li> <li>✓ Verification of the product design</li> <li>✓ Audit of the client's Management System etc</li> </ul> <p>Following this assessment, all findings relevant to the conformance of the product - process - service are recorded by the auditor and are communicated in writing to the client in order for him to make any improvements needed. Then a re-inspection / re-audit may be needed for follow up (if the basic requirements of the product - service - process have not changed).</p>
4	<b>REVIEW OF THE FILE AND ISSUANCE OF THE CERTIFICATE/REPORT</b>	<p>A certificate can be issued only after the verification by TÜV HELLAS that all the requirements of the certification/Inspection scheme are fulfilled and any corrective actions are utilized by the client. In any other case the client will be informed on the issues pending, through the relevant report.</p> <p>Then the certificate will be included in TÜV HELLAS registry of certificates.</p>
5	<b>CONDUCTING SURVEILLANCE AUDIT</b>	<p>Surveillance audit on an already certified product - service – process takes place on intervals and with the methodology posed by the scheme, in order that TÜV HELLAS can assess the continues compliance of the product – service – process as the certificate remains valid.</p>
6	<b>CONDUCTING PERIODIC INSPECTION</b>	<p>Periodic Inspection on an already inspected product - service – process takes place on request of the client and in accordance with the requirements of the Inspection scheme / legislation etc.</p>
7	<b>UNSCHEDULED-SHORT NOTICE AUDITS</b>	<p>TÜV HELLAS reserves the right to conduct unscheduled-short notice audits after founded complaints or after significant changes by the client. Consultation with the client is then needed, who is obliged to respond in a timely manner.</p>

### **3. OBLIGATIONS OF BOTH PARTIES**

#### **3.1 Obligations of TÜV HELLAS**

3.1.1. TÜV HELLAS is obliged to preserve the confidentiality of all information reported or supplied by the customer which information is provided only for the agreed purpose of certification / inspection. Documentation supplied by the client cannot be disclosed to parties other than the Accreditation bodies and EA. In general terms, only the client has the right to release TÜV HELLAS from the obligation to confidentiality. Exception to this can be any imposition of non-confidentiality which decided by governmental authorities, courts etc in cases when detailed information is requested in written by the competent authority to investigate an incident. The client will be informed on the information given.

3.1.2 . TÜV HELLAS evaluates the product - service - process and in case of positive results, issues a certificate. TÜV HELLAS is committed to use any scientific, technical, empirical and logical rules applicable and it is free on its duties from any pressures posed by the client or other parties.

3.1.3. TÜV HELLAS will inform its clients on significant changes in the process / certification schemes, which affects them directly. TÜV HELLAS and/or the scheme owner will define any conditions for the application of changes and any required actions.

3.1.4 . TÜV HELLAS maintains an updated registry of certified products - services - processes, with prescription of the certified product - service - process, the scope of certification / Inspection ( standards , legislation , regulations, technical requirements , etc. ) , the client's details , the validity of the certification if applicable, along with a registry for certificates which are suspended or withdrawn. TÜV HELLAS, if asked in writing to provide information about the status and scope of individual certificates, it will do so, unless otherwise provided by law.

3.1.5 . TÜV HELLAS maintains in its website the complaints and appeals procedures and should accept any written and signed complaint/appeal which relates to its certification process. TÜV HELLAS will then manage to respond according to its procedures.

3.1.6 . When TÜV HELLAS issues a certificate of product - service - process, assigns the right to the client to use this certificate exclusively for the product - service - process described therein.

#### **3.2 Obligations / Rights of the client and use of logos / marks and Certificates**

3.2.1. The applicant for certification / Inspection is considered by default as the authorized party for assigning the certification/inspection to TÜV HELLAS ( what we call client ) , and has the obligation to inform TÜV HELLAS in advance if he is not authorized for the disposal, sale, use, distribution, maintenance etc. of the product.

3.2.2 . Client is obliged to always fulfill the certification requirements ( imposed by the certification scheme ) , including any additional actions that will be recommended by TÜV HELLAS.

3.2.3 . If a certification refers to a production, the relevant products shall meet always the certification requirements.

3.2.4 . The client shall make all the necessary arrangements for

- ✓ The inspection / audit and surveillance actions by TÜV HELLAS, and the audit of client's documentation and records related to the certification / inspection , and for the access to the relevant equipment , facilities, personnel and client's subcontractors
- ✓ Investigation of any complaints
- ✓ The participation of observers coming from TÜV HELLAS or accreditation bodies

3.2.5 . The client should refer to certification / inspection only for the scope which is certified by TÜV HELLAS ( product, service , etc. )

3.2.6 . The client shall not use the certification in a way that brings TÜV HELLAS in disrepute or may be considered misleading.

3.2.7 . In case of suspension, withdrawal or termination of a certification, the client shall refrain from any further promotion of the certification, and shall take any appropriate actions imposed by the scheme and / or TÜV HELLAS, regarding the product.

3.2.8 . The client may produce copies of TÜV HELLAS certificates, only when these copies are identical and in complete to the original and as defined in the certification / inspection scheme.

3.2.9 . When the client produces promotional material of the certified product - service etc , he shall adhere to the requirements of TÜV HELLAS and / or certification/inspection scheme.

3.2.10 . The client shall follow the requirements of the certification/inspection scheme concerning the use of logos, licenses, marks and product/ service / process information. In particular, the certification mark may be used where applicable, only as sent by TÜV HELLAS, and shall be clearly and easily recognizable. The client is required to consult TÜV HELLAS before the use of these logos, marks etc in any letters, promotional material, brochures, etc., and receive the relevant permission by TÜV HELLAS. The logo of TÜV HELLAS (TÜV NORD GROUP) cannot be used by the certified client or on its products.

3.2.11 . No certificate, mark or their use can be transferred, sold , licensed etc, to any other party or person without the prior written permission of TÜV HELLAS.

3.2.12 . The certificate, mark or the right of use shall not be used if the certified Client has changed its name, legal entity, type of company or any other essential part of existence and identity. If the client wishes such a change, he shall ask in written TÜV HELLAS, and receive a written consent. If required, at the discretion of TÜV HELLAS, an audit may be performed at any time at the client's premises, where TÜV HELLAS can decide on the use of the certificate and any logos, marks.

3.2.13 . The client should retain records of all complaints, concerning certification by TÜV HELLAS and shall give access to TÜV HELLAS when requested. Moreover client shall

- ✓ undertake all necessary actions came from complaints and deviations on compliance of the product - process - service with the certification /inspection requirements.
- ✓ record and archive all these actions

3.2.14 . The client shall inform TÜV HELLAS without delay (maximum within a month) on changes that may affect the conformity of a product - service - process to the certification/inspection requirements. If necessary, in the sole judgment of TÜV HELLAS, client may be re-audited.

3.2.15 . If the client needs specific information on standards and other normative documents relevant to the compliance requirements of the certification /inspection scheme, TÜV HELLAS may form a response after consultation of experts / committees who have the necessary competence. This cannot be considered as consulting.

3.2.16 . All information required for the audit/inspection of a product - service - process should be provided in paper or electronic form to TÜV HELLAS.

3.2.17 . Before any decision of TÜV HELLAS for awarding certification, the client shall not make any reference to certification by TÜV HELLAS.

3.2.18 . If the client wishes to renew or terminate his certificate, he shall inform TÜV HELLAS in written

3.2.19 . The validity of the certificate starts on the date of issue and lasts for a period of time specified in each Certification Scheme , provided that any surveillances, where applicable , are conducted with positive results. In case of inspection certificates no time validity applies in general, however an indication on when next inspection should take place can be referenced (eg periodic inspections), depending on the Inspection scheme.

3.2.20 . Should any claims arise against TÜV HELLAS by any third party for a certified Product - service - process , both the client and TÜV HELLAS shall not negotiate , agree, recognize, accept , confess etc any obligation , debt or liability without previous consultation among each other, and they shall cooperate and provide each other any necessary and possible assistance - information . The same applies if the claims raised by third parties against the TÜV HELLAS concern any misuse of certification by the client in advertising or other purpose

material. In any case TÜV HELLAS can always raise claims for any incidental or consequential damages, especially on its name and reputation, suffered by actions of the client.

3.2.21 . The client shall discontinue any statement on certification by TÜV HELLAS after withdrawal of the certificate and he shall return the certificate to TÜV HELLAS and take back any copies exist, as requested. The right and ownership of certificates and marks remains solely to TÜV HELLAS, even if the Client has paid for the services.

#### **4. CHANGES , SUSPENSION , WITHDRAWAL OF CERTIFICATE**

4.1 . The client has the right to ask for suspension / withdrawal or changes on his certificate. To this end, he shall submit a request to TÜV HELLAS.

4.2. Suspension of a certificate means that temporary the certificate cannot be used, instead of withdrawal which means full revocation of the certificate and deregistration.

4.3. TÜV HELLAS will withdraw a certificate for the following reasons

- ✓ The client did not follow the rules outlined in this or other regulations.
- ✓ A penalty has been imposed to the client by law, administrative action, judicial decision or other act or decision of any public or other authority, including Accreditation bodies, that has to do with the certification.
- ✓ The surveillance activities, if applicable, did not have a positive outcome , or could not be performed for reasons not related to TÜV HELLAS
- ✓ The client has not paid the fees to TÜV HELLAS. In this case TÜV HELLAS reserves the right to pursue their claims with all lawful ways and means.
- ✓ The client has declared bankruptcy , has been audited by the bankruptcy due to lack bankruptcy estate ( assets) , has entered into administration , dissolution , liquidation , has been appointed liquidator or co liquidator , received generally insolvency , cessation of payments , closure of all or part, or changed its activities in whole or in part.
- ✓ The client requested termination of the certification ,

It is noted that TÜV HELLAS may impose suspension (temporary withdrawal) of a certificate as a warning mean or otherwise for explicit reasons specified in the Regulations. The suspension of the certificate and the cause, along with the conditions for lifting the suspension, will be communicated to the customer with a response timeframe. In case of no response the certificate will be withdrawn.

4.4. In cases of suspension / withdrawal of a certificate, TÜV HELLAS is allowed to inform any third party and shall notify the competent authorities (in case of regulations).

#### **5. WARRANTY**

TÜV HELLAS cannot guarantee that the process of certification / inspection will lead to positive results.

For facts , errors, defects , omissions and shortcomings, that may occur, no liability can be posed to TÜV HELLAS if TÜV HELLAS did not know, couldn't know or fraudulently concealed by the customer. Also TÜV HELLAS assumes no warranty that the certificate, logo and mark will not be used for any purpose, commercial, financial , advertising , etc. beyond certification, although it has made all the appropriate provisions .

Responsible for the solution of any dispute arise are the courts responsible at the headoffices of TÜV HELLAS. The Greek substantive law is Applicable in any case.

#### **6. FEES FOR CERTIFICATION / INSPECTION**

6.1 Applicable fees for certification / inspection are disclosed to clients through the offer, which shall be paid as stated.

6.2 The fees are applied to the client regardless of the outcome of certification / inspection