

CERTIFICATION AGREEMENT

1 – GENERAL CONDITIONS OF THE AGREEMENT:

This agreement regulates relationships between

Client:

Company name:

Location:

Acting for:

Registered in:

Business Idnet. No.:

V.A.T. No.:

Additional sites of the Client included in this agreement, if any, are listed in the Annex to the Agreement.
(hereinafter only Client)

and **CVI, s.r.o.**, MPČL 3170/31, 058 01 Poprad, SR, Registered in Commercial Register maintained with District Court Prešov, Section Sro, Inset No. 13260/P, Business Identification No: 36 477 338, Tax No.: 2021624990, (hereinafter only CVI)

Both parties understand and agree hereinafter provisions:

2 – SUBJECT MATTER OF THE AGREEMENT

The subject matter of the agreement between both parties applies to the provision of conditions for granting the certification which confirms that the management system (system in following) conforms to the specified standard or other normative documents for the system. The client is aware of the fact that the system certification is performed on the basis of a dynamic system audit at the given moment. CVI will perform the certification according to the application of the client and the price offer accepted by the client.

3 – START OF AGREEMENT VALIDITY

This agreement is applicable after it is signed by both parties, and the CVI price offer is signed by both parties and the filled in CVI form APPLICATION FOR CERTIFICATION is signed and submitted by the client, all included without any exclusions. Price offer and Application for certification are attachments to this agreement.

4 – SYSTEM CERTIFICATION PROCEDURES

Besides provisions given in 9 – TEMPORARY PROVISIONS, both parties agree with keeping the steps and relevant provisions of the certification programme and bind to do everything necessary to keep the correct fulfilment of this procedure.

CVI is authorised to submit unilaterally non-essential amendments to this procedure that do not influence the content of the agreement between the parties.

CVI can utilise subcontractors, external staff and staff in training to meet the purpose of this agreement.

4.1 – DOCUMENTATION

By signing this agreement the client agrees to submit the following documentation to CVI or its representative before the beginning or during the certification audit:

- list of the system procedures indicating the dates of their issue
- documented information indicating how the requirements for the system are met

- list of services and/or products produced in the system to be certified.

The client confirms that these documents reliably define the system status on the date of the certification audit and that they identify the scope and fields of activities which are the subject of the certification.

4.2 – SYSTEM AUDIT

The certification audit consists of the document review and of the on-site audit by the auditor(s) nominated by CVI. The degree of conformity of the system and the system standard is assessed. The client can appeal against the audit team nominated by CVI. To be valid, the appeal has to be written and submitted within eight days after the names of auditors are announced in writing to the client by CVI.

In such a case, CVI has to nominate new auditor(s) and is authorised to change the date of the audit. After the audit, CVI shall submit to the client the list of nonconformities and observations with the corrective action(s) request and the audit report.

The client binds to propose and carry out corrective action(s) without undue delay and CVI shall assess whether the content and the term for carrying them out is acceptable.

CVI can decide to perform a follow-up audit of implementation and effectiveness of the corrective actions which shall be performed within 6 months of identifying serious nonconformities. Such an audit represents minimum 1/2–day audit.

4.3 – CERTIFICATION

Based on the audit report, the list of nonconformities, the action plan of the client taking corrective actions and the follow-up audit report, if applicable, CVI will decide autonomously about granting or the rejection of the certification. This decision is made in writing to the client.

4.3.1 – GRANTING CERTIFICATION

- a) if the certification is granted, the certificate is issued in the language and for the activities according to the application, and is sent to the client and recorded into the CVI list of certificated organisations.
- b) certification is valid only for the certificated client, i.e. for the system recorded in the certificate applicable for the products / services listed in the certificate. Any transfer of the certification and the certificate is explicitly forbidden.
- c) certification is valid for three years provided that the surveillance audits are performed (see below) and the certification is not withdrawn by CVI.
- d) the surveillance audit represents a visit of an auditor, nominated by CVI to ensure maintaining of the system level. Surveillance audits will be performed every 12 months. However, this number could be changed if it is imposed by any official regulation or based on the recommendation of the auditor.
- e) CVI can decide to conduct an extraordinary audit to investigate a complaint or a significant change or a serious incident or breach of regulation related to the certified management system necessitating the involvement of the competent regulatory authority (see 8.2). Such an audit represents minimum 1/2–day audit. Client is not entitled to appeal against the audit team members nominated by CVI for an extraordinary audit. Date of an extraordinary audit shall be communicated to the Client at least 14 days beforehand.
- f) Extension of the certification scope shall be made based on the Client's written application. A surveillance, recertification or extraordinary audit can be conducted as necessary.

4.3.2 – REJECTION OF CERTIFICATION

In case the certification is rejected, the validity of this agreement automatically comes to an end three months after the rejection is announced to the client, if the client does not submit an appeal (see 7) or will not submit a new application for audit. The costs will be charged by CVI to the client in accordance with the beforehand agreed prices regardless to any appeal.

5 – RENEWING CERTIFICATION (RECERTIFICATION)

The certification must be renewed before its expiry based on the Client's written application delivered to CVI in time. Renewal of the certification requires a total – recertification audit. This agreement is the order for certification renewal. New prices of audits may be agreed for the new certification period.

6 – REDUCTION OF THE SCOPE, SUSPENSION, WITHDRAWAL AND EXPIRY OF CERTIFICATION

Provisions 6.1 to 6.3 are valid for the entire scope of certification or for its part.

6.1 – REDUCTION OF THE SCOPE OF CERTIFICATION

CVI shall reduce the certification scope to exclude the parts not meeting the requirements, when the Client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Remaining scope of certification shall be in compliance with the requirements of the standard used for certification.

6.2 – SUSPENSION OF CERTIFICATION

CVI is authorised to suspend the certification for the period not exceeding 6 months in case that the certified system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system or compliance with regulation, or in case when the Client does not submit acceptable corrective actions for identified nonconformities in time, or if the Client does not allow surveillance or recertification audit to be conducted at the required frequencies, or if the Client has requested a suspension, or in case the obligations of this agreement including financial obligations are not kept to by the client. Suspension will be announced to the client in writing, and becomes valid 7 days after it is communicated to the client, except if the client appeals, according to the clause 7.

6.3 – WITHDRAWAL OF CERTIFICATION

The certification will be withdrawn:

- a) when the activities subjected to the certification cease to exist e.g. suspension of the activity, bankruptcy etc. (in case of bankruptcy the certification loses its validity on the day the bankruptcy is announced)
- b) in case the agreement is cancelled (see 10)
- c) if the Client does not propose or take timely correction or corrective action to solve a serious nonconformity.

6.4 – EXPIRY OF CERTIFICATION

The certification automatically and legally loses its validity after expiry, unless it is renewed.

6.5 – CONSEQUENCES

In case of suspension or upon notice of withdrawal of certification, Client shall refrain from further promotion of its certification and discontinue its use of all advertising matter that contains any reference to a certified

status during the time of suspension and after the withdrawal of certification. Client shall return CVI withdrawn certificates without delay. Any misuse or misleading of this, will lead to penalties. Besides this, CVI can publicise the suspension and the withdrawal. In case of withdrawal or expiry, obligations to CVI will legally cease to be.

7 – APPEAL AND COMPLAINT PROCEDURE

7.1 – SOLVING OF APPEALS AND COMPLAINTS

In accordance with valid standards on provision of accredited management systems certification, client can appeal or complain against CVI any time. CVI shall constructively and quickly resolve all appeals and complaints from the client. In case it is not possible to come to an acceptable solution, or a suggested procedure is not acceptable, the client can appeal according to the following provisions.

7.2 – INTERNAL APPEAL

In case of dissatisfaction with resolving a complaint or dispute, also the rejection or suspension the certification, the client can appeal. This appeal has to be presented to CVI in writing within 7 days after CVI announces its decision.

CVI is bound by the agreement to examine this appeal with the necessary attention and independence, and announce its decision with explanation in writing within 30 days of delivery of the appeal. If CVI agrees to the appeal, it shall accept the new decision. If CVI decides to reject the appeal, it will be of the same effect as the original decision, with the notification that the procedure of another internal appeal is not possible. Each party bears its own costs connected with this procedure of an internal appeal.

7.3 – EXTERNAL PROCEDURE

After the procedure of an internal appeal is completed, each party can submit a disagreement related to this agreement for arbitration through the accreditation body or an independent third party, or legal interpretation if necessary. This procedure has no suppressive effect to the CVI decision.

8 – SPECIAL OBLIGATIONS OF THE CLIENT

8.1 – ACCESS

The client is bound by the agreement to perform all necessary arrangements to meet the purpose of this agreement, to permit CVI representatives access to buildings and establishments of the Client with an accompaniment of the Client during regular working hours, and instruct them about keeping provisions on work safety, fire safety and protection of the environment and provide them with relevant protective means. It also guarantees the right to review all the documentation, data, records and activities considered by CVI as important, to interview its personnel and to gain their full co-operation. Client agrees with the presence of other CVI persons, accreditation and other supervising bodies at the audits. The Client agrees with disclosing documentation of its audits to relevant accreditation bodies.

8.2 – OBLIGATION TO REPORT

The client is bound by the agreement to inform CVI immediately in all cases and especially during audits, or during the renewal of certification, of major changes to the system and its processes, to the scope of the system compared to the certificate, in contact address and sites, and the key personnel, in legal, commercial, organisational status or ownership and of the occurrence of a serious incident or breach of regulation related to the certified management system necessitating the involvement of the competent regulatory authority. Neglecting this obligation to inform about the changes can lead to suspension of the certification.

8.3 – LIST OF COMPLAINTS

Client is bound by the agreement to maintain the list of all complaints, claims and corrective actions (internal and/or external) obtained in the certified system which shall be submitted to CVI representatives during each audit. Maintenance of the list is an imperative part of the system and it is the condition for maintaining or renewing the certification.

8.4 – MAINTAINING SYSTEM

The client is bound by the agreement to do everything necessary to ensure the functionality of the system and its conformity with the standard.

8.5 – USE OF CERTIFICATION AND CERTIFICATION MARK

Client can utilise its certification and CVI certification mark in commercial relations and in communication media (e.g. internet, brochures, advertisement, documents etc.) in accordance with the following conditions. The certification mark can be used in colours given by CVI, it can be enlarged and reduced keeping the text readability. The certification mark shall be used neither on a product or product packing seen by the customer, or laboratory test, calibration or inspection reports or in any other way that may be interpreted as denoting product conformity. The client shall not make or permit any misleading statement regarding its certification. Client shall not use or permit the use of the certificate or any part thereof in a misleading manner. Client shall amend all advertising matter when the scope of certification has been reduced.

Client shall not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product, service or process. Client shall not imply that the certification applies to activities that are outside the scope of certification. Any use or reference which could mislead will cause immediate suspension of the certification. In such a case, CVI will be entitled to require correction in the pertinent publication on the client's expenses without the possibility of presenting a claim to recompense possible losses. Client must not use their certification in such a manner that would bring CVI and/or certification system into disrepute and lose public trust. CVI is entitled to claim compensation of any damage caused by incorrect use of the certification.

9 – TEMPORARY PROVISIONS

If any national or international regulation concerning the system certification becomes valid, both parties agree to keep it and if necessary to amend this agreement in accordance with this regulation.

10 – VALIDITY AND VOIDING OF THE AGREEMENT

This agreement was concluded for an unlimited period. Both parties are entitled to terminate this agreement unilaterally with a 6-months notice period. The notice shall be communicated in writing. The notice period begins on the day of sending. CVI is entitled to give notice of this agreement at any time without the notice period if the client does not comply with this agreement, including financial obligations. CVI is entitled to present a claim for compensation of losses resulting from it however minimum 30% of the price of surveillance audits that should normally be conducted within the present certification cycle. Notice of this agreement has the same results as withdrawal of the certification according to clauses 6.3 and 6.5.

11 – CONFIDENTIALITY

Both parties are bound by the agreement to keep confidentiality towards third parties concerning the information obtained to keep this agreement by accepting suitable arrangements, except third parties who are entitled to know the purpose and content of this agreement. The obligation of confidentiality remains valid for both parties, also after this agreement is finished.

12 – PUBLICITY

Both parties are entitled to make public the information that has to be publicly available according to the national or international regulations concerning the certification.

13 – PROHIBITION OF TRANSFER

The Client must not transfer its rights and obligations arising out of his management system(s) certification unless CVI gives written permission.

14 – PRICES, PRICE ADJUSTMENTS AND MATURITY PERIOD

Financial conditions listed in the price offer (see par. 3) are agreed between the Client and a CVI representative in the residential country of the client and are managed and settled through this representative.

15 – RESPONSIBILITY AND LEGAL CLAIM

This agreement is an agreement on work, not on the result. CVI shall be responsible only for the direct losses caused to the Client resulting from material negligence or a serious mistake by CVI, its bodies, appointed persons, subordinates, representatives or suppliers. This responsibility is limited to the amount equal to 3 multiple of the amount accepted by CVI or its nominated representative based on the survey of results of the material negligence or serious mistake.

All claims to compensation lose their validity two months after the event that the claim is based on.

16 – APPLIED LAW AND COMPETENCE

Both parties agree to apply the law of the Slovak Republic for this agreement. Any doubts considering the wording or interpretation of this agreement will be solved by mutual agreement of both parties, in a contradictory case the procedure given in point 7 of this agreement will be used.

Both parties agree that contractual relationships arising out of this agreement shall be governed in parts not provided for in this agreement by the relevant provisions of applicable legal regulations of the Slovak Republic, in particular by the Commercial Code, without the application of the conflict of laws clauses.

The Parties proclaim they have read this Agreement, have understood its contents, and, expressing their free and serious will, in witness whereof, they have signed it by their own signatures.

Date:

Stamps and Signatures
of the statutory representatives of the Parties:

**Annex to the
CERTIFICATION AGREEMENT**

Concluded between

CVI, s.r.o.

and the

Client

Company name of the Client (official location see in page 1):

List of additional names sites of the Client that are included in the
Certification Agreement

Date:

Stamps and Signatures
of the statutory representatives of the Parties: