GENERAL TERMS and CONDITIONS FOR SERVICE PROVISION management system certification

AVRV A.E.

1. SCOPE:

This document contains the general terms and conditions for the provision of AVRV's management systems certification services and defines the rights and obligations of AVRV as an Accredited Certification Body and organizations certified or seeking certification by AVRV.

These general certification conditions apply in conjunction with the engaging of the services of AVRV, as part of a contract between AVRV and an Organization for all cases of provision of certification services against recognized management system standards.

The general terms and conditions incorporate fully the generic applicable to all certification schemes requirements that are defined by ISO/IEC 17021-1:2015, the procedures and rules of Accreditation Bodies, the guidance of EA and IAF and other relevant standards, regulatory and normative documents. Annexes to this document incorporate fully the specific requirements for the each certification scheme if required. In case of changes to these reference standards and regulatory documents, these terms and conditions may be amended. AVRV has the responsibility to make the current version of this document publicly available at all times.

The applicable version of this document (General terms and conditions for service provision) is an integral part of the contract between AVRV and the certified organization irrespective of the timing that the contract it is signed.

2. DEFINITIONS:

"**Accreditation Body**"	any organization (whether public or private) having the authorization to appoint Certification Bodies;
"**Application"**	the request for services by an Organization;
"**Certification**"	the formal registration by a competent Certification Body that an organization implements a management system; Certification usually is valid for three years
"**Certificate**"	the Certificate document issued by a competent Certification Body to indicate validity of certification;
"**Organization**"	the legal entity applying or contracting AVRV for provision of management systems certification services
"**Proposal**"	the outline of services to be rendered by AVRV to the Organization
"**Contract**"	the contractual document governing the provision of management systems certification services by AVRV to the Organization
"**Report**"	a justified report issued by AVRV, communicated to the Organization and indicates whether or not a recommendation to grant Certification is to be made.

3. LEGAL STATUS – GENERAL PRINCIPLES OF OPERATIONS:

AVRV Assessment, Inspection and Certification Body AE is a share capital company based in Greece, Spata Attika, address: 18, Agiou Thoma Str.

The management of AVRV shall provide the resources and means to avoid situations of conflicting interests and to ensure the objectivity of the activity and independence and impartiality of the decisions concerning the management systems certification.

In particular, the management of the AVRV is required to provide the resources so as to:

- Ensure the impartiality in decisions
- Implement a management system according to ISO/IEC 17021-1:2015 and other applicable relevant to the certification services provided
- Employ personnel (permanent or contracted) with sufficient knowledge and experience appropriate for the provision of services, as required by the ISO/IEC 17021-1:2015 and the certification service provided.
- Employ personnel (permanent or contracted) bound by contractual obligations to abide to the Code of Ethics.
- Employ auditors who are not involved directly or indirectly (at least two years before and two years after their employment as auditors), providing consulting services or conducting internal audits on the management team in Organizations inspection of whom are invited to participate.

4. CONFIDENTIALLITY

4.1. AVRV handles all information relating to applicants for certification or certified organizations in the strictest confidence.

4.2. The staff at all levels of AVRV is bound by contractual obligations of confidentiality, including personal data as described in Regulation 679/2016 (GDPR) and signed for this purpose a relevant statement. Copies of these statements are available to the applicant for certification or certified organizations.

4.3. The use of Information and Communication Technology (ICT) for audit purposes shall be mutually agreed upon by the organization being audited and AVRV in accordance with information security and data protection measures and regulations before ICT is used for audit purposes.

4.4. The Organization for certification has the right to request additionally signed confidentiality agreements from each one of the team participating in the provision of certification services.

4.5. If it is deemed necessary to transfer information to third parties (following a written request) that are not partners of AVRV, then AVRV shall require the written approval of the certified organization. Exceptions to this rule are the audits received by AVRV for maintaining accreditation or at the written request of public authorities.

4.6. AVRV makes publicly available up-to-date information stating the certification status of the certified organization.

5. GENERAL

5.1. The applicant for certification or the certified organization shall provide to AVRV all the information necessary to certify that the organization's management system is compliant with the requirements of relevant standard(s).

5.2. The organization has to comply at all times with the requirements of the relevant audited standard(s).

5.3. The Organization is required to maintain and make available to the auditors of AVRV all complaints from its customers and/or reports of audits/inspections by the authorities.

5.4. The certification of compliance of the Organization's management system to the requirements of the applicable standard(s), may require the collection of sufficient data and information that demonstrate the compliance of the Organization with the applicable legislation and regulations.

5.5. In any case that such data or information are covered by legal privilege or any other confidentiality reason and the applicant for certification or certified organization refuses to disclose them to AVRV, then the certification is not granted or cannot continue unless:
AVRV receives objective evidence that all system requirements for compliance with laws and regulations related to this particular clause of the standard, are fully implemented. This objective evidence must derive from documented and verifiable means which at least include:

i. A documented process for assessing compliance with legislative and regulatory framework
ii. Objective evidence of implementation of this process
iii. Objective evidence of the review of compliance with laws and regulations by the management of the organization
iv. Objective evidence of the implementation of agreed corrective and preventive action if any.

5.6. The Organization accepts during the course of the audit the presence of observers who may be AVRV trainee auditors or assessors from the Accreditation Body, or other relevant scheme owner, whenever this is requested by the Accreditation Body or the scheme owner. In this context the Organization is required to make available to the Accreditation Body or scheme owner all necessary documents and records relating to the management system. AVRV informs the organization regarding the presence of observers via the audit program.

5.7. The Organization has the right to request documentary evidence by AVRV in order to obtain proof of the qualifications of auditors participating in the audit team. The Organization has the right for one time and without further justification to reject the auditor(s) proposed by AVRV with the exception of emergency audits aiming to investigate complaints/appeals against AVRV or observers from Accreditation Body or Scheme owner(s). Further objections on auditor's appointment must be explained in writing. If an auditor is unable to participate in the audit process, AVRV will appoint a successor or reschedule the audit in cooperation with the Organization.

5.8. The audited Organization has the responsibility to provide an escort for each auditor during the course of the audit and a translator if required.

5.9. Certification of compliance according to the relevant standard refers only to the facilities of the applicant organization specified in the audit documents and the Scope of Certification.

5.10. The ownership of the audit report is maintained by AVRV and is used for granting or not certification upon decision of the AVRV authorized personnel. The organization may receive a copy of the final report.

6. REQUEST FOR CERTIFICATION AND REGISTRATION

6.1. Upon completion of the form "Application for certification - Basic Information Sheet" by the Organization, AVRV issues and submits a formal written proposal following a formal review by competent personnel of the capability of AVRV to provide services.

6.2. Where the application for certification refers to more than one installation for the issue of a "multi-site" joint certification, the definitions and rules described below are followed:

Multi-site Organization is an organization covered by a single management system comprising an identified central function (not necessarily the headquarters of the organization) at which certain processes/activities are planned and controlled, and a number of sites (permanent, temporary or virtual) at which such processes/activities are fully or partially carried out.

Eligibility of a multi-site organization for certification

a. The organization shall have a single management system.
b. The organization shall identify its central function. The central function is part of the organization and shall not be subcontracted to an external organization.
c. The central function shall have organizational authority to define, establish and maintain the single management system.
d. The organization's single management system shall be subject to a centralized management review.
e. All sites shall be subject to the organization's internal audit programme and the organization has conducted an internal audit for each site within one year prior to certification.
f. The central function shall be responsible for ensuring that data is collected and analyzed from all sites and shall be able to demonstrate its authority and ability to initiate organizational change as required in regard, but not limited, to:

I. system documentation and system changes;
II. management review;
III. complaints;

IV. evaluation of corrective actions;
V. internal audit planning and evaluation of the results; and
VI. statutory and regulatory requirements pertaining to the applicable standard(s)

Note: The central function is where operational control and authority from the top management of the organization is exerted over every site. There is no requirement for the central function to be located in a single site.

If the members of the organization are different legal entities, the above conditions should be included in a relevant cooperation agreement.
The site selection considers, among others, the following aspects:

a. results of internal audits, management reviews or previous audits;
b. records of complaints, product withdrawals/recalls, and other relevant aspects of corrective action;
c. variations in the site characteristics;
d. other relevant changes since the last audit.

If any site has a nonconformity and satisfactory corrective action have not been implemented in the agreed time frame, certification shall not be granted or maintained for the whole multi-site organization pending satisfactory corrective action.
AVRV may increase the size of sample or terminate the site sampling where the subject to certification does not indicate the ability to achieve the intended results.
At least 25 % of the sample shall be selected at random. The remainder shall be selected so that the differences among the sites selected over the period of validity of the certification are as large as possible.

6.3. The acceptance of the offer by the Organization declares its acceptance of the present Terms and Conditions and its annexes (where applicable) for the provision of management systems certification services.
6.4. Upon acceptance of the proposal AVRV appoints the audit team and the audit team leader and informs the Organization about the audit team, audited areas, audit dates and times, (via communicating an audit program)
6.5. The audit team leader is responsible to finalize the audit program in cooperation with the management representative of the Organization.

7. CERTIFICATION PROCESS (INITIAL CERTIFICATION AUDIT)

The initial certification audit of the management system of the candidate organization is completed in two stages:

7.1. STAGE 1: Assessment of the preparedness of the Organization for stage 2

7.1.1 The objectives of Stage 1 audit are to:

a. review the Organization's management system documented information and the authorizations given to personnel regarding the management system and the compliance to regulatory aspects
b. evaluate the Organization's site-specific conditions and to undertake discussions with the client's personnel to determine the preparedness for stage 2;
c. review the Organization's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system;
d. obtain necessary information regarding the scope of the management system, including
   - the Organization's site(s),
   - processes and equipment used,
   - levels of controls established (particularly in case of multisite clients),
   - applicable statutory and regulatory requirements;
   - externally developed elements of the management system or use of subcontractors for the realization of a process e.g., design and development, product realization, purchasing, maintenance.
e. review the allocation of resources for stage 2 and agree the details of stage 2 with the Organization;
f. provide a focus for planning stage 2 by gaining a sufficient understanding of the Organization's management system and site operations in the context of the management system standard or other normative document;
g. evaluate if the internal audits and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for stage 2.

7.1.2 The stage 1 audit may be conducted off site, unless otherwise required by the reference standard (eg ISO 22003 for the certification of a FSMS).
7.1.3 A documented conclusion with regard to fulfilment of the stage 1 objectives and the readiness for stage 2 is communicate to the Organization. Identification of any areas of concern that could be classified as a nonconformity during stage 2 are included into the conclusion.
7.1.4 Failure to meet the objectives of the stage 1 may result in the postponement or cancellation of the stage 2. The interval between stage 1 and stage 2 is agreed with the Organization, considering the areas of concern identified and shall not be longer than 6 months. The stage 1 audit should be repeated if a longer interval is needed.

7.2. STAGE 2 : Assessment of the implementation of the Management System

7.2.1 Stage 2 audit is always conducted on site and during business hours. The objective of stage 2 is the evaluation of the effectiveness of implementation of the management system of the organization.
7.2.2 The Organization is informed in advance about the program of the on-site audit and commits to provide an escort for each auditor throughout the duration of their presence in the areas where Organization's operations take place.

7.2.3 AVRV auditors confirm through observation of activities, examination of data and documents and interviews, that the Organization has effectively implemented the planned management system and that the management system is capable to achieve the Organization's policy objectives and conforms to all the requirements of the audit standard.

7.2.4 During the on-site audit, AVRV auditors seek documented proof of conformance while trying to identify potential opportunities of improvement to the system. The evidences are part of the audit report and refer to identifiable and traceable documents, data and information, etc, through which there is solid proof of conformance to standard requirements and/or related laws and regulations.

7.2.5 It is the policy of AVRV and its trained auditors to always establish a climate of openness and directness between the audit team members and the personnel (auditees) of the Organization.

7.2.6 Upon completion of the on-site audit, the audit team leader shall inform the management of the Organization of audit results and will hand out an abstract of the audit report that contains the non-conformities, observations and any opportunities for improvement identified. The management of non-conformities is conducted in accordance with the provisions of paragraph 9.5 of this document. The complete documentation of the audit (audit package) is forwarded to the appointed Certification Decision Maker of AVRV.

8. REGISTRATION OF CERTIFICATION

8.1. The appointed responsible person of AVRV reviews the audit report and reaches to a Certification Decision, positive (i.e. to grand Certification) or negative (i.e. to refuse Certification) .

8.2. The certification decision is communicated to the Organization.

I. In case of positive decision, the Organization is registered in the Register of Certified Organizations. A Certificate document (on copyright protected security paper) is issued as a proof of this Registration. Once the decision is made officially known to the Organization, the latter may communicate its certification to customers, suppliers, institutions, etc.

II. In case of negative certification decision, the Organization is asked to determine the cause of the non conformance and to define, plan and implement suitable corrective actions. The case is pending until effective implementation of corrective actions is evidenced.

8.3. Upon request of the Organization, an AVRV's representative may participate (free of charge) in any official Certificate Awarding event organized by the Organization.

8.4. The audit package is available to the Impartiality Committee of AVRV. If for any reason, the Impartiality Committee raises an objection regarding impartiality, then the Board of Directors of AVRV is informed to conduct further review and if deemed necessary the certified Organization is informed. Corrective actions shall be raised to the subject that may require the re-audit of the Organization without any additional charge.

8.5. The Certificate document issued to the Organization by AVRV refers to a 3-year certification cycle and is valid until the next surveillance audit.

9. SURVEILLANCE AUDIT

9.1. Surveillance audits shall be conducted at least once a calendar year (or every 6 months if requested by the certified Organization) during the 3-years certification cycle. The exact date of surveillance audits is agreed in cooperation with the representative of the Organization.

9.2. The date of the first surveillance audit following initial certification shall not be more than 12 months from the certification decision date.

9.3. The objective of surveillance audits is the verification of the effective implementation of the management system and its continuous improvement. An audit plan is forwarded to the Organization prior the on-site audit.

9.4. The appointed responsible for certification decision or the Quality Manager of AVRV retains the right to request for an additional audit to be conducted or the increase of the frequency of Surveillance visits if one of the following conditions apply:

I. Changes to the certified Organization or its management system

II. Investigation of complaints against the certified Organization by its customers or authorities or anyone with a lawful interest in the Certification under consideration.

III. Verification of implementation of relevant corrective actions.

9.5. The cost for conducting any additional audit is charged to the certified Organization .

9.6. The certified Organization is obliged to make all the required arrangements and provisions in order to ensure that surveillance audits are conducted on time and according to schedule. Refusal or inability by the Organization to accept a surveillance audit within the required time schedule, will lead to the Certification being suspended and / or withdrawn.

9.7. The audit results are forwarded to the Organization and to AVRV according to the provisions of clause 7.2.6

9.8. Upon successful completion of surveillance activities an updated Certificate document may be re-issued according to contractual requirements.

10. AUDIT FINDINGS

Audit findings are categorized as follows:

10.1. Non-Conformity (NC) that characterizes a non-fulfilment of a requirement

Such a finding may be the result of the following:

i) A specific requirement of the reference standard is not satisfied by the Organization's policies, practices, procedures, operations, activities or the Organization's management system itself.

ii) Failure to address legislative or regulatory requirements relevant to the scope of certification.

iii) Any case that signifies or may lead to failure of the product or service or activity to satisfy stated or implied needs (eg. deviation from specified characteristics which the Organization is committed to achieve, breach of contractual requirements related to the performance of product or service provided by the Organization, risk for the health and safety of the end users or recipients of the product or service provided by the Organization, risk for the environment etc.)
iv) The Organization is misusing a Certification Mark or an Accreditation Mark,
v) The Organization purposely or inadvertently makes false statements regarding the scope and status of the Certification.

Non conformities may be classified to Major and minor.
Major nonconformity is characterized any nonconformity that affects the capability of the management system to achieve the intended results.
Nonconformities can be classified as major in circumstances such as:

- if there is a significant doubt that effective process control is in place, or that products or services will meet specified requirements;
- a number of minor nonconformities associated with the same requirement or issue could demonstrate a systemic failure and thus constitute a major nonconformity.

Minor nonconformity is characterized any nonconformity that does not affect the capability of the management system to achieve the intended results.

10.2. Opportunity for improvement

An opportunity for improvement is a case where the audit team identifies an area where improvement could be made for the benefit of the management system implemented by the organization.

11. CORRECTIVE ACTIONS

11.1. For all Non-Conformities identified by the audit team, the Organization must:
i) determine the cause of occurrence,
ii) define and plan suitable actions to rectify the non conformity (correction)
iii) define and plan suitable actions to prevent the reoccurrence
iv) assign responsibilities for the implementation of these actions
v) define timetable for the implementation of these actions
vi) implement these actions as planned
vii) provide evidence to the audit team for the effective implementation of the corrective actions

11.2. The effective implementation of corrective actions is verified by the audit team at a specified time frame as follows:

11.2.1 Corrective actions for non conformities that do not affect the capability of the management system to achieve intended results (minor nonconformities) must be proposed by the Organization within 30 days from the date the nonconformity was identified. Corrective actions should be completed within 12 months after the audit and the effectiveness of the implemented/completed actions shall be reviewed, at the latest, at the next on-site audit.

11.2.2 In cases where the identified non conformity affects the capability of the management system to achieve the intended results (Major Nonconformity), then the response time of the Organization is defined to 14 days and the close out of the non conformity shall be within further 14 days. In cases where the implementation of the corrective actions requires more time, then the corrective action plan must include any temporary measures or controls necessary to mitigate the risk until permanent corrective action is implemented (refer to 11.2.4 also).

11.2.3 In cases where the identified nonconformity has an immediate risk to the health and safety of the end user, then the response time of the Organization and the verification of the corrective action is reduced to 5 working days.

11.2.4 The Audit Team considering the type of actions required may agreed with the Organization another more specific and suitable time frame for close out of non-conformities than the above described. Any agreement is recorded on the audit report.

11.2.5 If the Organization does not respond on time, then:

- If non conformity is identified during an initial certification or renewal certification audit the certification process is repeated (i.e. a new full audit)
- If non conformity is identified during a surveillance audit the certification is suspended without any other notification to the Organization.

11.2.6 Prior to the issuance of a Certificate it is required that the corrective actions for all identified non conformities have been completed and AVRV has accepted and verified them.

11.2.7 The verification of effectiveness is conducted either by additional visit or by mailing of documented evidence of implementation by the Organization. The Organization is informed about the verification method.

11.3 The identification of a non-conformity and a subsequent refusal or inability of the Organization to plan and implement a suitable corrective action as defined in paragraph 11.1 and 11.2 above may also lead to a reduction of the scope

of Certification for the Organization (see par. 13), in order to coincide with the field of application of the management system

12. RENEWAL OF CERTIFICATION (RE-CERTIFICATION AUDIT)

12.1. After the completion of 3 years from the date of the initial decision of certification and the issuance of a Certificate document (1st 3year cycle of Certification) the management system of the Organization must be re-audited so as to start a new cycle of certification. The process that is followed is the same as the one of the first cycle of certification and a new certificate is issued as defined in clause 8.5.

12.2. The recertification activity shall include the review of previous surveillance audit reports and consider the performance of the management system over the most recent certification cycle

12.3. Recertification audit activities may need to have a Stage 1 in situations where there have been significant changes to the management system, the organization, or the context in which the management system is operating (e.g. changes to legislation).

12.4. When recertification activities are successfully completed prior to the expiry date of the existing certification, the expiry date of the new certification can be based on the expiry date of the existing certification. The issue date on a new certificate shall be on or after the recertification decision.

12.5. For any raised nonconformity, AVRV defines time limits for correction and corrective actions as noted in clause 11. These actions shall be implemented and verified prior to the expiration of certification.

12.6. If AVRV has not completed the recertification audit or AVRV is unable to verify the implementation of corrections and corrective actions for any major nonconformity prior to the expiry date of the certification, then recertification shall not be recommended and the validity of the certification shall not be extended. The organization shall be informed and the consequences shall be explained.

12.7. Prior the renewal of the certificate and the start of a new certification cycle, it is mandatory that the certification process is successfully completed (including the close out of non-conformities raised during the re-certification audit). The process of renewal of certification must be completed prior to the expiry of the last valid certificate.

12.8. Following expiration of certification, AVRV can restore certification within 6 months provided that the outstanding recertification activities are completed, otherwise at least a stage 2 shall be conducted. The effective date on the certificate shall be on or after the recertification decision and the expiry date shall be based on prior certification cycle.

13. CHANGES TO THE SCOPE OF CERTIFICATION (INCREASE OF REDUCTION)

Changes to the scope of certification may arise due to changes in the products/services, processes, or sites of the certified Organization. Cases of increase to the scope of certification are handled as a new certification process (request for certification with the Organization completing and mailing to AVRV the form “Application for certification - Basic Information Sheet” – BIS).

Reduction to the scope of certification may be requested during the surveillance visit as a result of:

i) Failure to plan and implement in a timely manner suitable corrective action for non conformities identified
ii) The Certified Organization ceases to supply certain products or provide certain services,
iii) Abandonment of processes or reduction of operational sites.

Increase or reduction to the scope of certification leads to a review of the Contract and amendment, if it is required.

14. CHANGES TO THE CERTIFIED ORGANIZATION

The certified Organization has to inform AVRV in every change that may affect the scope of certification. Such changes may include:

i) Size
ii) Structure and organization
iii) Legal status
iv) Address and/or sites
v) Changes to the management system and implemented processes

For the above cases as well as any other change, AVRV reserves the right to verify the fulfillment of requirements relevant to the certification. This verification may be conducted with an additional audit to the sites of the Organization or by increasing the time for surveillance or renewal of certification

15. USE OF AVRV CERTIFICATE, REFERENCE TO CERTIFICATION AND CERTIFICATION MARK AS WELL AS EXTERNAL CERTIFICATION MARKS

15.1 Upon successful completion of the Certification process the Organization acquires the right to use the AVRV Certificate document, Reference to certification and Certification Mark for commercial purposes, including the use for advertisement.

15.2 There shall be no ambiguity, in the mark or accompanying text, as to what has been certified and which certification body has granted the certification.
In case of certification of the food safety management system, not permitted also:

- the use of mark on a product nor product packaging, both primary packaging (which contains the product) and any outer or secondary packaging, nor in any other way that may be interpreted as denoting product conformity

- placing any statement on the product packaging that the customer has a certified food safety management system, this includes all product packaging, both the primary packaging (which contains the product) and any outer or secondary packaging

15.3 The Organization's right to use the Certificate document, reference to certification and Certification Mark expires automatically when the validity of the certification ends.

15.4 The AVRV Certification Mark may only be used in conjunction with the valid AVRV Certificate document, with a reference to the management system certified. The data must be clear regarding the certified management system. The right to use the AVRV Certification Mark is granted only for the duration of certification.

15.5 The AVRV Certification Mark and reference to certification may be used for commercial purposes, e.g. on correspondence documents and on publicity material such as brochures, website, etc. It may only be used to refer to those parts of the Organization's structure that are covered by the certification scope. In any case, the AVRV Certification Mark and reference to certification may not be used in conjunction with any product or service in such a way that implies that the product or service itself has been certified by AVRV.

15.6 It is forbidden to use the AVRV Certification Mark and reference to certification on other certificates relevant to the product or services provided by the Organization such as laboratory test reports, inspection reports, certificates of personnel competency, as well as drawings, studies, etc which are the product/service (or part thereof) supplied by the certified Organization.

15.7 The right to use the AVRV Certificate document and Certification Mark as well as the right to certification claims, shall expire in the events of annulment, suspension or withdrawal as well as with termination of the Contract. The Organization is prohibited from relevant advertising as soon as the validity of the certification ends, for whatever reason.

15.8 Accreditation/certification marks and logos of third parties including their separate elements shall only be used according to the valid rules of the responsible mark/logo donor.

15.9 AVRV and the external mark donors reserve the right to take the following measures for violating their mark statutes, depending on the kind and gravity of violation: a) written warning, b) written warning with conditions (dissuasion), c) threat of withdrawal of certification, d) withdrawal of certificate, e) extraordinary termination of certification Contract

15.10 The AVRV Certificate document is provided to the Organization in printed and / or electronic form and Certification Mark is provided in electronic format.

15.11 The certified organization cannot use the certificate or make any certification claim with a misleading or falsified way.

15.12 In case of any change to the scope of the certification (eg reduction of scope, etc), the certified organization has to amend the certification claims.

15.13 Generally, the organization does not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.

15.14 Provisions of clause 15 shall remain valid even after the end of Contract between the parties and AVRV reserves its rights to act against any breach of this clause.

16. SUSPENSION OF CERTIFICATION

16.1 AVRV has the right to proceed with temporary suspension of certification for the following reasons:

I. Corrective actions have not been implemented in the agreed time for Non conformities raised during the validity period of the certification.

II. The Organization misuses the AVRV Certificate document and Certification Mark and doesn't take any appropriate corrective action.

III. The Organization breaches any of the AVRV's Management System Certification services Terms and Conditions, contained herein.

16.2 In the event of suspension of certification, AVRV informs the certified Organization in writing for the reasons of suspension, the duration of suspension and the conditions of waiver the suspension. The suspension of certification is made publicly available by AVRV.

16.3 A review of the conditions for suspension and verification of corrective actions is held prior the expiry date of the suspension. During the suspension time the certified Organization is excluded from any right to claim certification.

16.4 If the waiver conditions are fulfilled on time the suspension is waivered. Otherwise AVRV has to withdraw the certification or to reduce the certification scope (according to the requirements of the certification standard).

16.5 The maximum time for suspension of certification cannot exceed 6 months.

17. WITHDRAWAL OF CERTIFICATION

17.1 AVRV reserves the right to withdraw the certificate if:

I. The certified Organization did not satisfy the condition for waiving of the suspension.

II. The agreed terms of payment for certification and surveillance services has not been fulfilled by the Organization.

III. AVRV discontinuous its accreditation to the relevant audit standard or scheme.

17.2 In the event of withdrawal of the certification there is no refund and any expense occurring for the recovery of the certification shall be borne entirely by the Organization.

17.3 The Organization may appeal against the decision of withdrawal of his certification to the Certification committee of AVRV.

17.4 AVRV may make publicly available the information for the withdrawal of the certification.

18. ANNULMENT

18.1 The certification may be annulled if:

I. The certified Organization asks in writing
II. The Organization ceases its activity or activities covered by the scope of certification (see clause 13)
III. The certified Organization goes bankrupt or merges or stops operations (see clause 13)
IV. AVRV ceases its activities in the region of operation

18.2 In the event of annulment of the certification there the Organization is not entitled to any refund and the annulment of the certification is made publicly available by AVRV.

19. FEES

19.1 The services provided by AVRV shall be billed as per the offer and/or the Contract. Delays of payment are to be dealt with according to current legislation.

19.2 The fees for the services provided are calculated according to the required audit mandays, the size of the Organization and the current manday rate of AVRV.

19.3 AVRV has the right to adjust the charged fees of audits during the period of certification validity according to the official inflation.

20. APPEALS AND COMPLAINTS

20.1 Any disputes that may arise in connection with the certification and surveillance procedure are to be handled initially according to the process described below, under exclusion of the tidy course of law. AVRV is committed to handle any dispute with the proper impartiality.

20.2 The Organization is entitled to appeal against any decision made by AVRV. Complaints or appeals regarding the performance and / or decision of AVRV are to be presented to AVRV in writing and justified within four weeks of the initial occurrence of the reason for complaint or appeal.

20.3 Any stakeholder has the right to appeal against a certified Organization of AVRV regarding issues related to the Certification granted by AVRV to this Organization. AVRV accepts only officially documented appeals and informs only the alleged Organization. Any possible publication is conducted in accordance with clause 4.4 of these Terms and Conditions.

20.4 In the event of inability of AVRV and the Organization to reach a solution, the Organization has the right to proceed with an official appeal to the Certification Committee of AVRV. All appeals shall be documented and supported by relevant information and evidences. For the settlement of disputes, the Certification Committee is based on principles of the Code of Conduct of AVRV, the requirements of relevant standards and the procedures of AVRV. In cases which have to do with the impartiality of AVRV, the management of AVRV has to inform the Impartiality Committee, who calls an official meeting for the subject.

20.5 On receipt of the appeal, the chairman of the Certification Committee confirms that the Organization is aware of these rules.

20.6 For every appeal or complaint, the audit package of the certified Organization' is reviewed and re-assessed. If needed, expert technical committees are appointed to support the decisions. Records are kept of decisions and their implementation.

20.7 The Certification Committee has the authority to review all information available for the settlement of appeals or complaints and monitor the proper implementation of its decisions.

20.8 The Certification Committee records its findings, recommendations and decisions and forwards them to the certified Organization and the management of AVRV within 2 months of receipt of appeal or complaint.

20.9 The decision of the Certification Committee is final and binding for the certified Organization and AVRV. For impartiality issues the decision of the Impartiality Committee is final and binding for the certified Organization and AVRV.

20.10 AVRV has the obligation to inform the complainant with the final decisions.

20.11 In the event of acceptance of an appeal or complaint, no claim for compensation can be made as a result of the initial decision that caused the appeal.

21. CHANGES TO THE CERTIFICATION REQUIREMENTS

AVRV shall inform the certified Organization in any case of changes to certification requirements in order to plan the necessary changes to their management system as required. The updated or revised requirements are audited according to relevant provisions and at maximum during the next surveillance audit. AVRV informs the Organization for the transition arrangements.

22. FORCE MAJEURE

If AVRV is prevented from performing or completing any service for which the Contract has been made by reason of any cause whatsoever outside AVRVs' control, including, but not limited to, acts of god, war, terrorist activity or industrial action; failure to obtain permits licenses or registrations; illness, death or resignation of personnel or failure by Organization to comply with any of its obligations under the Contract, the Organization will pay to AVRV:
(a) the amount of all abortive expenditures actually made or incurred;
(b) a proportion of the agreed fees equal to the proportion (if any) of the service actually carried out;
and AVRV shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

23. LIMITATION OF LIABILITY AND INDEMNITY

23.1 AVRV undertakes to exercise due care and skill in the performance of the Services and accepts responsibility only in cases of proven negligence.

23.2 Nothing in these General Terms and Conditions shall exclude or limit AVRV' liability to the Organization for death or personal injury or for fraud or any other matter resulting from AVRV' negligence for which it would be illegal to exclude or limit its liability.

23.3 Subject to clause 23.2, the total liability of AVRV to the Organization in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to AVRV under the Contract. (excluding Value Added Tax thereon)

23.4 Subject to clause 23.2, AVRV shall have no liability to the Organization for claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the performance by AVRV of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed, based on the Contract.

23.5 Subject to clause 23.2, AVRV shall not be liable to the Organization nor to any third party.

a. for any loss, damage or expense arising from (i) a failure by Organization to comply with any of its obligations herein (ii) any actions taken or not taken on the basis of the Reports or the Certificates; and (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to AVRV;

b. for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Organization; and

c. any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above)

23.6 Except for cases of proven negligence or fraud by AVRV, the Organization further agrees to hold harmless and indemnify AVRV and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, purported performance or non-performance, of the Services or (ii) out of or in connection with the Organization's product, process or service the subject of the certification (including, without limitation, product liability claims).

23.7 AVRV and the Organization commit to take out adequate insurance to cover its liabilities deriving from the Contract.

24. FINAL PROVISIONS AND ALTERATIONS OF CONTRACT

- In the event of one or more of the above-mentioned conditions becoming invalid, the validity of the remaining clauses is not affected. AVRV and the Organization commit themselves to replace ineffective provisions by new agreements most eligible to their economical success if necessary.
- Changes and modifications to this document are made when required to comply with the requirements of the certification and accreditation reference documents and are mandatory by both parties.
- AVRV makes available to all interested parties the current version of this document through its website.
- The Certified Organization is required at least before each audit to be informed of the current version of this document. Acceptance of the audit will automatically accept the current version of the rules laid down with this document.

25. JURISDICTION AND APPLICABLE LAW

The jurisdiction for any legal disputes deriving from the Contract belongs to the Law Court of Athens (Greece). The Greek law applies exclusively.

26. CERTIFICATION MARK