



Vertex Quality Assurance Solutions Pvt. Ltd.,

17-18, FF, Shopper Square R-14/8 Raj Nagar, Ghaziabad-201001, India

Certification Body for Management Systems

1. GENERAL

1.1. These conditions, together with any Special Conditions set out in the Quotation or other contract documents shall be deemed to comprise the sole conditions under which Vertex Quality Assurance Solutions Pvt. Ltd (hereinafter called Vertex) offers its services to the Clients.

1.2. Where any conflict arises between these conditions and any Special Conditions advised by Vertex the Special Conditions shall prevail to the extent that they are inconsistent with these conditions.

1.3. Not with standing any documentation to the contrary, all contracts entered into and work undertaken will be done on the basis of our standard terms & conditions unless Vertex expressly agrees in writing to amend them in any way.

1.4. Prior to the commencement of a certification procedure, the company seeking certification must submit an application for certification. This application and the subsequent the contract and the order for certification form the basis for providing the certification services.

2. SCOPE OF APPLICATION

These general terms and conditions for the certification of management systems (MS) are applicable for preparing and conducting the certification audit as well as for issuing the certificate and maintaining it following successful surveillance and repeat audits.

The mandatory basis for certifications is the VERTEX procedure, which is based on the following reviews and standards:

Accreditation standard: ISO/IEC 17021.

Certification standards: ISO 9001 for QMS and ISO 14001 for EMS

3. PREPARATION FOR THE CERTIFICATION AUDIT

3.1. As audit preparation a preliminary audit can be performed. This is an optional and not mandatory. The preformed audit is coordinated with the client. As a rule, it is conducted by the auditor (audit Leader).

4. SERVICES TO BE PROVIDED

4.1. Vertex provides a wide range of services. These Terms and Conditions are deemed to apply to all activities. The specific service area will be detailed in our quotation.

5. CERTIFICATION AUDIT

5.1. Certification audits consist of two stages. Stage 1 aim at obtaining an overview of the applicable management system and its maturity (status of implementation). This audit also involves review of management system documentation. After the information is obtained, the stage 2 audit may be performed, which assesses the establishment of and compliance with the management system.

5.2. Basically, the stage –2 audits is carried out after a gap of time to be decided by VERTEX and the client as stipulated in the next paragraph 3.3.3. However, the stage–2 audit can be conducted directly after the stage –1 audit on exceptional cases. Should stage –1 audit reveal that the organization is not yet ready for certification, the stage –2 audits may not be carried out directly after the completion of the stage–1 audit. In this case, the client must take appropriate action to

make the organization ready for certification. Any additional costs incurred by VERTEX, including travel costs, travel time and time lost, shall be borne by the client.

5.3. When the interval is set between the stage –1 and the stage–2 audits, allowance shall be made for both the clients’ requirements and sufficient time for the correction of weaknesses. Generally, most of the audit time is spent on the stage–2 audit.

5.4. The interval between the stage–1 and the stage–2 audits must not exceed 90 days. Should more than 90 days elapse between the stage–1 and the stage–2 audit, the stage–1 audit shall be repeated. Any additional costs arising for the client or VERTEX there from, i.e. including travel costs, travel times and time lost shall be borne by the client.

5.5. The stage–1 audit may be conducted on-site, at client’s premises or, if considered expedient by VERTEX, also off-site under certain conditions as indicated in the relevant procedures.

The effectiveness of the implemented management system is reviewed during the audit.

The company demonstrates the practical application of its system as per the applicable standards through documented procedures during the audit. Standard requirements that are not fulfilled are documented in nonconformity reports; the company must plan corrective actions for these.

Following the completion of the audit, the client is informed of the audit outcome in a closing meeting. The outcome is documented subsequently in an audit report. Nonconformities are documented and can, if necessary, lead to a re–audit (i.e. a new review on location) or to the submission of further documents.

The audit leader decides on the scope of the re– audit. During the re–audit, only the applicable requirements of the standards involving nonconformities are audited.

The Organization shall have the Quality Management System (QMS) and the Environmental Management System (EMS) implemented at least for 03 months during which one cycle of Internal Audits covering all the processes and one round of Management review shall be completed. This is the minimum Maturity Period of QMS and EMS as defined as VERTEX Policy.

6. ISSUE OF THE CERTIFICATE AND MONITORING

The certificate(s) is / are issued by the VERTEX following a positive review of the documentation for the audit as per the certification procedure. The certificates in English languages are delivered to the client. The certificate is issued only if all nonconformities have been corrected. The certificate is valid for a period of three years.

7. SURVEILLANCE AUDIT

In order to maintain the validity of the certificate, a minimum of one annual surveillance audit is required with the defined time gap (within 12 months in each case or shorter if otherwise agreed by contract) starting from the last audit day of the certification / re certification audit. The date

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as “Due date”. The surveillance audit and subsequent procedure for ISO 9001 and ISO 14001 must have been completed within the time frame set forth with reference to “Due date”. If this time frame is exceeded, the certificate will no longer be valid and cannot be used. In such a case, all issued copies of the certificate have to be returned to the certification Body *¹). On this account the annual surveillance audit should take place well within the time frame, which will be notified by VERTEX.

As a minimum, the requirements related to management of the system of the applicable standards must be reviewed during a surveillance audit. Furthermore, the review addresses the proper use of the certificate (and, if applicable, use of the VERTEX Logo) and complaints related the management system as well as the effectiveness of the corrective actions for the nonconformities documented in previous audits. Following every surveillance audit, the client receives a report.

8. SUSPENSION OF THE CERTIFICATE

The certificate will be suspended under the following circumstances:
 –a) Surveillance audits do not take place within the notified time frame; b) Client’s management system has persistently and seriously failed to meet the requirements of the applicable standard; c) Client has voluntarily requested suspension.

Upon suspension, the client will be notified and requested to initiate actions to address the issues that has led to the suspension. During the suspension period, the certificate is temporarily withdrawn. During this period, the client is barred from promoting the certification or claiming the certification status. The certification body (VERTEX) will make public the status of suspended certification through appropriate means. Suspension will be revoked and the certificate is restored once the client initiates actions to correct the reasons for suspension to the satisfaction of the certification body.

In case the client fails to resolve the issues relating to suspension within 3 months, the certificate will be withdrawn. Upon withdrawal of the certificate, the client shall discontinue the use of all advertising matter and any other matter containing reference to the certification status.

9. SERVICE PROVISION PROCEDURE

Informative discussion

Upon request, the VERTEX will conduct an informational discussion with a company interested in a certification prior to engaging in a contract. This discussion can cover the following items:

- Objective and use of the certification
- Basic prerequisites for certification
- Course of the certification procedure
- Applicable standards, scope of application
- Probable costs
- Schedule

10. REPORTS OR CERTIFICATES

11.1. Any result or recommendations given in reports or certificates are correct to the best of Vertex’s knowledge at the time and on the basis of the instructions and information provided by the Customer. Vertex shall not be liable for any claims, actions or consequential damages suffered by

the Customer or any third party by use of such reports or certificates and the Customer hereby agrees to indemnify Vertex against such liability arising from the use of such reports or certificates.

11. COPYRIGHT

12.1. The rights either under Letters Patent, Registered Design, Copyright or otherwise to any inventions, designs, drawings or information produced or acquired in the performance of this contract shall vest in and shall remain the property of Vertex.

12. CONFIDENTIALITY

13.1. Vertex agrees to keep confidential all matters relating to this Contract. This covers every aspect of the relationship between the parties including but not limited to products tested, studies carried out, methods used, results of the work, the nature and contents of any reports and the existence of the Contract.

13.2. The Customer shall not by virtue of this Contract gain any rights in information wholly or partially owned by Vertex or any third party and used in the execution of this work. All such information shall be treated as confidential by the Customer and shall not be divulged to any other party without the prior written consent of Vertex.

a. The above shall not apply to information required by a Court of Law or which:

b. Is known to the receiving party at the start of contract negotiations.

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