

## **Exalted Certification Limited - Assessment & Certification Regulations**

### **OVERVIEW**

- Exalted Certification Limited (“ECL”) is a privately held, limited company, financed through paid-up shares. All certification services (“the Services”) delivered are under the management and control of ECL and all certification decisions are made within ECL.
- The Certification Regulations (“the Conditions”) is applicable to all clients who will be and/or are certified by Exalted Certification Limited (ECL) through acceptance of the ECL Certification Agreement as issued by ECL office.
- ECL offers the Services within the scope granted. The Services provides independent audit and certification of an applicant’s management system against a recognized and appropriate standard. ECL will not be responsible for any liabilities, claims, costs, expense, loss, or damage made by certified clients in failing to sustain the management system as a result of any negligent.

### **CERTIFICATION SERVICES**

#### **Application, Quotation & Acceptance**

The certification process starts with the clients’ request, and ECL can accept the application to assess the client organization’s management system (“the Assessment”). ECL will conduct the assessment to ensure they learn about the client’s organization, its management system, size, and types of operation.

The clients will provide ECL with detailed information about the scope of their operations in the questionnaire and return the completed form back to ECL for its review on their request of the Certification Services.

If ECL accepts the request, they will prepare a quotation for the client to review and accept. ECL reserves the right to decline any request for the Services and will provide the clients the reason for not accepting their request.

Upon acceptance of the quotation, the clients must complete the ECL Agreement form. This form serves as the contracting agreement with ECL to provide the Services, and if the client’s management system complies with the standard specified in the ECL Agreement, to grant certification.

All correspondence between the client and ECL will be directed to and handled through the ECL Head Office in Woking, Surrey. ECL will carry out the appropriate audits to assess that the client’s management system meets the

requirement of the Standard and is achieving continual performance improvement.

## **AUDIT METHODOLOGY**

### **Stage 1 Initial Assessment**

Clients will submit their management system documentation to the appointed auditor(s) for preview and to determine the client's system readiness for the stage 2 audit. The Stage 1 Initial Assessment involves an examination of the client's management system documentation to ensure that the requirements of the standard have been addressed. ECL and/or ECL Local Agent could repeat this stage 1 audit if it determines that the client(s) are not ready to proceed with the Stage 2 audit. Any amendment(s) in the agreement will be done if Stage 1 determines that adjustments to the stage 2 audit are necessary, e.g. Change in scope, sites, audit man-days, auditors.

### **Stage 2 Audit**

The assigned auditor team will audit the client's management system at the place of production or service delivery. Applying defined management system standards and specifications, the assessment team will evaluate the effectiveness of all functional areas as well as all management system processes, based upon observations, inspections, interviews, review of pertinent records, and other assessment techniques. The audit result, including all findings, will be presented to the client during the closing meeting. Required action plans will be agreed upon, as necessary.

### **Issuance of the Certificate**

The certificate issued to the Client(s) when ECL has satisfactory evidence that the client has met the requirements of the relevant standard (complete all agreed corrective actions and are accepted by the audit team). The Certificate, and the right to use the Registration Mark, shall remain the exclusive property of ECL and cannot be sold, lent, licensed, or used as an asset of the clients.

### **Surveillance Audits**

ECL will visit the client's sites at least once per year. Further visits may be carried out if the assessor will identify shortfalls of concern in the system. The client agrees to carry the extra costs relating to such extra visits. The client will be given adequate time to complete all agreed corrective actions on non-conformities raised at the surveillance audit.

## **Re-Certification Audit**

To extend the certification after expiry (3 years' cycle) a recertification audit is required. This will take place before the expiry date of the certificate. This assessment is in more depth than the surveillance visit(s) and takes the form of a full review of the client's activities, documentation, customer complaints and takes account of any longer-term changes that may have affected the system over the preceding 3 years; including the scope of certification, system documentation and policies of the organization. After successful completion of the recertification audits, and vetting of the supporting documents ECL, may issue a certificate for the new period.

## **Witness Audits/ Observed Audits**

ECL may be accompanied by a relevant accreditation body and/or a third-party observer to witness or observe an assessment to meet and comply with relevant accreditations, industry, and/or other regulatory requirements. ECL shall inform clients in advance of such visits or audits,

## **RIGHTS & OBLIGATIONS OF Exalted Certification Limited (ECL)**

### **ECL Reserves the Rights for Services**

These include the rights to grant, maintain, renew, extend, reduce, suspend, and withdraw the certification approval.

### **Committed to Impartiality**

ECL understands the importance of, and is committed to, impartiality in providing the Services. ECL manages any conflict of interest to ensure the objectivity of its management system certification activities.

### **No Linkage to Any Management System Consultancy Organization**

ECL will not market or offer the Services as being linked with the activities of an organization that provides management system consultancy. ECL will take action to correct inappropriate claims by any consultancy organization stating or implying that certification would be simpler, easier, faster, or less expensive if ECL's Services are used. ECL will not state or imply that certification would be simpler and/or easier if the organization is used.

### **Not Liable for Any Inaccuracies/Omissions**

ECL grants the certification based on its review of the audit findings and conclusions and any other relevant information provided by the audit team after the Assessment. ECL cannot be held liable for any inaccuracies, omissions or errors in the approved certification, audit reports and/or any documents issued to clients by ECL in the performance of the Services.

**No Exemption from Legal Obligations**

The certification granted by ECL does not exempt clients from their legal obligations required of their services or products. The client is solely liable for any defects in their services and products and shall protect and indemnify ECL from any/all claims, costs, expense, loss or damage and liability made by certified clients as a result of their failure to maintain their management systems and /or of any negligent act.

**Reserves the Right to Revise Certification Requirement(s)**

ECL reserves the right to revise the certification scheme requirement or any normative requirement for certification. ECL would give due notice to clients of any changes and for their compliance with any new requirement.

**Incomplete/Misleading Use of Certification**

ECL shall take appropriate actions with clients to deal with incorrect references to certification status and/or misleading use of certification documents, marks, and audit reports. Such actions include requests for correction and corrective actions, suspension, withdrawal of certification, and if necessary, legal action.

**Competent Assessor**

ECL warrants that its employees will carry out the Services with the care and skill that may reasonably be expected of an auditor in conducting the Assessment.

**ECL Reserves the Right to Notify Authority Body**

ECL reserve the right to notify the related authority bodies immediately in writing, if any breach of an act or contravention of mandatory country laws and regulations, or the country national authorities' requirements, being identified during the performance of the services. The certifying client shall initiate an appropriate and immediate response to resolve the issue.

**No Liability to Client**

ECL, its employees and any local offices shall in no circumstances be liable to the client organization for any cost, losses or charges incurred by the Clients if the performance of the Services and/or ECL's obligations under the agreement is hindered or is caused to be delayed by any default, act or negligence of the Clients. In all other cases, ECL's aggregate liability to the clients shall not exceed the total of all sums paid to ECL and/or ECL local offices by the client for the Services.

**RIGHTS & OBLIGATIONS OF CLIENTS****Management Representative**

Clients must have a Management Representative (MR) who is responsible to ensure their management system meets the requirements of the relevant

management system standard. The MR will be the contact person between ECL and its clients. The MR shall ensure that all documentation provided to ECL does not infringe any copyright, trademarks, licenses, and any intellectual property rights of any party.

### **Right to Reject Assessor**

Clients have the right to object to the inclusion of any auditor proposed by ECL and/or ECL Local offices for the performance of the Assessment, on the grounds of competency or possible conflicts of interest.

### **Safe and Secure Environment for Assessment**

Clients shall, with reasonable diligence, co-operate with ECL and/or ECL Local Office in its provision of the Assessment by providing access to its premises, personnel, documentation required for the proper conduct of the Services. Clients shall obtain necessary consents to facilitate ECL's auditors' entry into its premises and to accommodate, where applicable, the presence of observers. Clients shall also ensure a safe and secure working condition to sit during the performance of the Assessment. Clients shall inform ECL, ECL Local Offices and its auditors of requirements to comply with any health, safety, and security regulations applicable to its premises.

### **Notification of Changes and Special Incidents**

Clients who are granted certification shall inform ECL and/or ECL Local Office without delay, of matters that may affect the capability of their management system to continue fulfilling the requirements of the Standard used for certification. These changes/events include, but not limited to:

- The legal, commercial, organisational status or ownership; Organisation and management, e.g. Key managerial, decision -making or technical staff.
- Contact address and sites.
- Scope of operations under the certified management system.
- Major changes to the management system and processes.
- Any fatal incidents, serious injuries, occupational disease, or legal action by a regulatory authority.

### **Conformation and Maintenance of Certification Status**

Clients who are granted certification shall:

- Conforms to the requirement of ECL when making references to its certification status in any communication documents; media such as in brochures, the internet, advertising and other.

- Not to make or allow any misleading statement regarding its certification and do not use or allow the use of a certification document or any part of it in a misleading manner.
- Not continue its use of all advertising matter that contains a reference to certification if clients' certification is suspended or withdrawn.
- Amend any communication and /or advertising collaterals when its scope of certification has been reduced.
- Not allow reference to its management system certification to be used to imply that ECL certifies its product, service, or process.
- Not imply that the certification applies to activities outside the scope of certification.
- Not use its certification in any manner that brings ECL and its certification system into disrepute and loss of public trust.
- Clients who are granted certification and intend to discontinue their certification shall notify ECL in writing at least two (2) months before the due date of the next surveillance audit.
- Clients shall indemnify ECL against any costs, losses or charges sustained or incurred by the Clients arising from their judgement, decision and/or actions taken based on the information given in the audit report provided and certificate of approval issued by ECL.

## **CONFIDENTIALITY & DATA PROTECTION**

ECL commits itself to protect the confidentiality of all confidential information of Client that is not publicly available and that is made available in the context of assessment on Client's premises, whether this information relates to internal matters of Client or its business relations. This also applies to the verbal and written results of the assessment. ECL will disclose confidential information to third parties only with the written authorization of the Client unless explicitly provided otherwise in these Certification and Assessment Regulations. ECL may also disclose clients' confidential information to relevant accreditation body and when ordered to by a court or a governmental or and/or as may be required by law. ECL retains records associated with assessments for a minimum of two certification cycles (usually six years). ECL shall undertake to notify the client immediately in verbal and writing if, during the performance of the services, any conflict of interest does arise, or appears to arise. ECL shall take such steps as the certifying client shall reasonably require resolving or to otherwise deal with the issues immediately.

## **SUSPENSION, WITHDRAWAL, AND ANNULMENT OF CERTIFICATION**

### **Suspension**

ECL is entitled to suspend temporarily a Certificate if Client violates certification, contractual or financial obligations towards ECL, including but not limited to: Corrective actions to the management system have not been demonstrably and effectively implemented within the agreed-upon time frame.

- The schedule of audits suggested by ECL for assessment(s) necessary for the maintenance of the certification has not been complied with and the prescribed frequency since the previous assessment has thereby been exceeded.
- ECL has not been informed promptly about planned changes to the management system and/or special incidents which affect the system's conformity with the standard or specification which forms the basis for the assessment.
- ECL certificate or a certification symbol has been used in a misleading or unauthorized manner.

### **Withdrawal**

ECL is entitled to withdraw Certificates or to declare them invalid upon written notice to Client if:

- The suspension period of the Certificate has been exceeded
- The conformity of the management system with the standard or specification on which it is based is not ensured or Client is not willing or able to eliminate nonconformities
- Client continues to use the certification for promotion following the suspension of the Certificate
- Client uses the certification in such a way as to undermine the reputation of the certification body
- The preconditions which led to issuing the Certificate no longer apply
- Client files any voluntary or involuntary petition in bankruptcy
- Client effectively terminates its contractual relationship with ECL.

## **Annulment**

ECL is entitled to annul Certificates, or retroactively declare them invalid, if:

- It subsequently turns out that the preconditions required for issuance of the Certificate had not been fulfilled.
- Client has compromised the certification procedure so that the objectivity, neutrality, or independence of the assessment results is, in the judgment of ECL, in question.

## **EXTENDING OR REDUCING THE SCOPE OF CERTIFICATION**

ECL reserves the right to extend or reduce the scope of certification of clients upon undertaking a necessary review and/or any audit activities to decide whether or not the extension may be granted or reduce the scope of certification to exclude the parts not meeting requirements. ECL will notify the client on action to be taken and reserves the right to publish on its on-line client directory such actions taken.

## **REVISIONS**

The assessed scope may be revised on application to ECL. Simple extensions of scope may be examined during a surveillance visit. More complex extensions may require a special audit visit.

## **CLIENT REGISTRY**

ECL maintains a registry of its certified clients, which list the clients' name, address(es), certified scope and applicable Standard. The registry is regularly updated registry is made available on ECL's website to any enquirer.

## **USE OF CERTIFICATION MARK**

When the Client has demonstrated in an assessment that all applicable requirements have been fulfilled, they are entitled to use the certificate and the related certification marks to promote confidence with business partners. Clients will be provided with instructions on the use and application of the ECL's logo.

- The certificate and right to use the Marks shall remain the exclusive property of ECL and cannot be sold, lent, license or used as an asset of the client organization.
- Certified clients shall use the Marks in connection with the scope detail on the certification approvals. The Marks must always be accompanied by the clients' certificate number and is used only in conjunction with the certified

client's name. Clients must not offer the certified scope from any other address than the address stated on the certificate except on a related site(s).

- The Marks must not be used in any way that would indicate product approvals. The Marks must not be used on a product or product packaging or in any manner that may imply product approvals.
- The Marks shall not be used on laboratory test, calibration, or inspection reports.
- Certified clients shall discontinue the use of the Marks found unacceptable by ECL. Any statements deemed misleading by ECL shall also be withdrawn promptly by the certified clients.
- If certification is suspended, withdrawn, or cancelled, certified clients shall immediately remove the Marks and all references about the certification.

## **COMPLAINTS, DISPUTES, AND APPEALS**

Clients who may wish to make a complaint could submit in writing to the ECL management, stating specific details of the nature of the complaint. The ECL management will conduct an internal investigation and conclude its investigation with corrective actions where deemed necessary.

ECL will notify certified clients of any complaint about them that is received from their customers or any other party. ECL would give certified clients reasonable time and opportunity to respond to the nature of the complaint raised. ECL will investigate on the complaint and take appropriate actions. If the complaint relates to clients' certified activities, ECL will examine the effectiveness of clients' certified management system at the surveillance audits.

ECL requires certified clients to maintain a Complaints File detailing their customers' complaints and clients' responses and corrective actions. ECL's auditors will review any complaints and customer feedback during the surveillance and/or re-certification audits.

Clients may appeal and/or dispute any decision and/or actions taken by ECL by submitting in writing, the details to the ECL's Scheme Manager for escalation actions to the ECL's Independent Certification Board ("the ICB"). The ICB shall appoint suitable persons and/or an Appeal Committee to investigate and/or review into the disputes and/or appeals. The ICB shall impose appropriate remedial or conciliatory actions to resolve the disputes and/or appeals. Records of the ICB's deliberations are noted in the ICB's minutes.

If an appeal is raised, clients and ECL Local Office auditors will be called upon to state their case in private with the appointed Appeal Committee. The decision of the Appeal Committee shall be final and shall not be subjected to further appeals.

## **FORCE MAJEURE**

Failure of either party to perform its obligations under the agreement shall not subject such party to any liability to the other party if such failure is caused or occasioned by an act of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labor unrest, interruption due to the delay in transportation, compliance with any order, regulation or request of any government of competent jurisdiction or any officer, department agency or committee thereof, or by any other event or circumstance of a like or different character to the foregoing beyond the control of the party so failing to perform.

## **MISCELLAENEOUS**

Failure by ECL Local Office to insist upon strict compliance with any provision thereof shall not be deemed to be a waiver of such provision or any other provision hereof.

The invalidity or unenforceability enforceability of any other provision of any provision hereof shall not affect the validity.

Should clients be dissatisfied with the Services provided, a complaint can be made in the manner as covered in Complaints. Any complaint will not affect the validity or enforceability of any provision in the Conditions.

For more information, please email us as follows:

Exalted Certification Limited  
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