General terms of certification
in the context of system management/department certification assessment under “Engagement de Service” brand®

ARTICLE 1: CONTRACTUAL FRAMEWORK
The contract governing the relationship between AFNOR Certification and the entities requesting or holding one or more certification(s), hereafter called “Companies”, is composed of these General Terms and the Specific Terms, and is referred to as a “proposal” until the specific terms are signed. This contract prevails over any other document. It becomes valid on the day the two parties sign the certification proposal and ends with the term of the validity of the certificate(s). If the Company does not obtain its certificate(s) after three years of procedures, the contract is legally terminated, without any claim to compensation for the Company. If the Company accepts the proposal for the renewal audit by AFNOR Certification, a new certification contract leading to the conclusion of new specific terms will then become valid. The Company must then authorise the renewal audit around two months prior to the certificate’s end date in order to provide enough time, if necessary, to implement corrective measures in compliance with the frame(s) of reference.

ARTICLE 2: PURPOSE
The Company requests that AFNOR Certification, who accepts, proceed with the assessment of the company’s management system and/or in the context of service certification, to assess the service in question in order to deliver the possible certificate(s) on the basis of one or several frame(s) of reference and use of related brand(s). In the context of certification of departments, the certificate(s) is/are issued to the Company in compliance with the requirements of the Consumer Code.
If the frame(s) of reference require the application of a guide for the specific business area, AFNOR Certification will provide the Company with said “application guide” for the selected frame(s) of reference. The selection of the frame(s) of reference and its/their versions are provided in the specific terms.

ARTICLE 3: AFNOR CERTIFICATION DUTIES

Article 3.1: Audit
AFNOR Certification agrees to use qualified auditors and will implement suitable means in order to:
- assess the management system adopted by the Company, and/or department that must be in compliance with the selected frame(s) of reference, according to the Specific Terms signed,
- conduct the audits to monitor the management system and/or department defined in the frame(s) of reference during the validity period of the issued certificate(s) in the conditions mentioned below.

The audit conditions are subject to notification addressed by AFNOR Certification to the Company.

Article 3.2: Certification
At the end of the audit as indicated above, and if judged satisfactory, AFNOR Certification will issue a certificate(s) to the company in electronic format and on paper which complete the electronic certificate(s), confirming compliance with the frame(s) of reference. The electronic certificate can be viewed at www.afnor.org and is real-time proof of the organisation’s certification. The certificate(s) only cover the business and sites specified in the specific terms and approved during the assessment. The certificate(s), and audit report(s) established by AFNOR Certification in whatever format are issued according to defined standard form and are susceptible to change without warning by AFNOR Certification.
AFNOR Certification reserves the right to add or end at any time any insertions and/or distinctive markings on the certificate(s).
Upon written request by the Company, and subject to AFNOR Certification’s agreement, the certificate(s) may include, Marks of Recognition (information about mutual recognition agreements, approval, accreditations, respective trademarks and logos, etc.). Any refusal on behalf of AFNOR Certification for such a request does not provide entitlement to a claim to compensation for the Company.
The certificate(s) remain the property of AFNOR Certification and shall not be transferred or amended in any way. The certificate(s) is/are issued for a period of three years and are renewable for equal successive periods, unless in the event of any law or regulation change to the contrary.

Article 3.3: Claims
Should a Company dispute one of the AFNOR Certification decision, it may appeal in first instance, the General Management of AFNOR Certification.
In second instance, the Company has to bring the matter up to the chairman of the Evaluation and Impartiality Committee of AFNOR Certification.
No appeal against a decision may by AFNOR Certification results in suspension of that decision.

Article 3.4: Trademark Rules
AFNOR Certification sends the Company the general rules and trademark charter of use regarding the terms of use of the concerned trademark to certification.

ARTICLE 4: DUTIES OF THE COMPANY

Article 4.1: Obligations related to the audit
The Company undertakes to co-operate with AFNOR Certification in facilitating the work of inspection of compliance with the freely accepted certification rules and to pay amounts owed to AFNOR Certification. The Company states that it complies with legal provisions.
It means particularly for the Company to:
- provide AFNOR Certification or its authorised representatives with all required work documents, specifically those used by the Company, in sufficient time to allow the AFNOR Certification’s work,
- provide AFNOR Certification with means to access the inspection site as well as any equipment required for its audits,
- ensure, for all personnel sent by AFNOR Certification, that all health and safety rules are compliant with applicable laws and regulations,
- take all required measures to help the proper performance of the AFNOR Certification’s audits,
- agree to the attendance of a silent observer and/or auditor under supervision and/or a technical expert, when such attendance is required from AFNOR Certification by standards or agreements signed by AFNOR Certification,
- duly sign and return notifications sent by AFNOR Certification prior to any audit within the times specified therein. Failing a reply within such time, the Company shall be deemed to agree with the terms contained in the said notifications,
- send AFNOR Certification as needed, by registered mail with acknowledgement of receipt, a duly motivated request to challenge any auditor, within one day following the receipt of the audit notification.

The Company undertakes to provide accurate, truthful and complete information AFNOR Certification and to disclose any information of any kind that has an impact on the certification process. More specifically, the Company shall:
- inform AFNOR Certification of previous certification and/or assessment processes it engaged in and their outcomes,
Article 4.2: Obligations related to the certification

Article 4.2.1: The certification cycle

The Company undertakes to:

- authorise an initial certification audit in two stages on site, during the initial certification cycle of a management system. If, at the request of the Company specified in the certification contract, Stage 2 is conducted immediately after Stage 1, the Company shall accept not to be able to benefit from the results of the Stage 1 audit to prepare the Stage 2 audit. In cases where any severe issues is detected by AFNOR Certification, i.e. that could give rise to deviations during the Stage 2 audit, the Company may decide unilaterally whether or not to maintain the date of the Stage 2 audit. The Company is informed that certification audit’s results of the Stage 1 can cause cancellation or postponement of the audit of the Stage 2.
- as regards a renewal of a system management certification, the on-site audit is required and may include two stages whenever significant changes are made to the system.
- approve any annual follow-up audit specified in the Specific Terms and as needed, any additional audit that the AFNOR Certification deems necessary.
- provide all the necessary responses at AFNOR Certification’s request following a complaint or other external event impacting certification.
- comply, during the validity period of the certificate(s), with the requirements of standard(s).

The Company is authorized to use under its own responsibility and in their integrity, any audit report, certificate and certification document, written by AFNOR Certification in certification procedure.

It is incumbent to AFNOR Certification to:

- if it has not completed the audit of renewal of the certification or if it is not in a position to verify the implementation of corrections and corrective action for any major non-compliance before the expiration date of the certification, then the renewal of the certification is not recommended and the validity of the certification is not extended.
- if it is not able to verify the implementation of the corrections and the corrective actions for any major non-compliance within 5 months:
  - from the last day of the Stage 2, in certification audit on-site initial,
  - which follows the expiration of the certification, in renewal of certification, it must repeat the Stage 2 before recommending the certification.

Article 4.2.2: Exceptional circumstance audit

An exceptional circumstance audit may be initiated when AFNOR Certification has information as to the Company’s failure to comply with its contractual duties. In such a case, the Company cannot challenge any auditor.

If the information is not justified, costs pertaining to such an audit shall be borne by AFNOR Certification. Otherwise, they shall be borne by the Company.

Article 4.3: Information obligation

The Company shall inform AFNOR Certification if any of the business(es) to be certified is (are) subject of legal or regulatory provisions, compliance with such provisions being the Company’s exclusive responsibility. If the Company uses the certification to secure a reduction in legal or regulatory inspections from Public Authorities, or to ensure an approval as part of a legal or regulatory procedure, then, should the certificate(s) being suspended, or withdrawn, the Company shall promptly inform them.

The Company shall promptly notify AFNOR Certification of any significant change, including as to the identity of the Company, its headcount, its organisation, its business, its management system (scope, level of integration when it is common to multiple standards...), services, people with decision-making power or their representative(s).

AFNOR Certification may assess the impact of such changes for the maintenance of the certificate(s). The holder of the certificate(s) should in that event ensure that, during the transition period and until final implementation, the new system and/or service meets the requirements of the standard(s). The various stages of the system and/or service should be identified and followed.

In the event of doubt, the Company is responsible for informing AFNOR Certification of the potential problem resulting from the changes, with a view to handling the issue together.

Article 4.4: Use of the trademark and reference to the certification

During the validity of its certificate(s), the Company undertakes not to refer to its certification and affix, including on its Website, the trademarks pertaining thereto, other than in compliance with the provisions of the Rules of the trademark charter of use.

Furthermore, the Company is authorized to link the trademark(s) mentioned on its Website directly to its electronic certificate(s) and/or to the Website www.afnor.org, without the express prior authorisation from AFNOR Certification. However, the Company agrees to remove the said link, promptly, on first request should AFNOR Certification find that the contents of the Company's Website are not in line with its ethics or that of the AFNOR Group or with applicable laws and regulations.

Furthermore, regarding the Engagement de Service trademark, the Company shall respect the provisions set out in article R433-2 of the Consumer Code modified by decree No. 2008-1401 dated 19 December 2008 - art. 7 that sets out: “When reference to certification is made in advertising, the labelling or presentation of any product or service, as well as on related business documents of any kind, the following information to the consumer or user is compulsory:
1. The name or legal status of the certifying body or the collective certification trademark;
2. The title of the certification standard;
3. The rules according to which certification standard can be read or obtained”.

Article 4.5: End of the certification contract

When the certificate(s) is/are no longer valid for any reason (non-renewal or withdrawal), the Company undertakes as, from the notification, firstly to remove any mentions of the certificate(s) and of the trademarks) from any documents and commercial material, and secondly, to stop using its certificate and cease any reference to the certification.

The Company holds available for AFNOR Certification, who may request the same, a complete list of technical documents and commercial material that it used.

**ARTICLE 5: CONFIDENTIALITY**

AFNOR Certification shall make the information concerning the Company's certification available to the public. In particular, the Company authorizes AFNOR Certification to disclose any information appearing on the
ARTICLE 6: FEES AND TERMS OF PAYMENT

Article 6.1: Fees

The fee owed to AFNOR Certification is defined in the specific terms in the offer. AFNOR Certification reserves the right to revise its prices annually in January. The revaluation is calculated on the basis of the last known July SYNTEC index. Any delay or no-react from AFNOR Certification for the application of this indexation clause does not mean that AFNOR Certification renounces the application of this clause.

Transport and accommodation costs (food and lodging) related to the completion of the audits shall be borne by the Company, and repaid by it to AFNOR Certification.

Should, for any reason, the certificate issuing procedure be suspended, amounts for the work conducted or initiated by AFNOR Certification shall be owed to, or remain the property of, AFNOR Certification.

Should an audit be postponed or unilaterally cancelled by the Company after accepting the completion dates for the said audit, prior to the audit commencement, AFNOR Certification reserves the right to ask the Company to pay 30% of the price that would have been charged had the audit been conducted.

Article 6.2: Payment terms

For the initial certification, invoices shall be scheduled hereafter:
- upon the date of signature of the proposal, an invoice for a deposit of 30% of the amount all taxes included for the cost,
- the balance upon the end of the audit.

For annual surveillance and renewal audits, invoices shall be issued upon the end of each audit by AFNOR Certification.

Invoices shall be issued by AFNOR Certification and set the payment delays and shall be payable in euros by cheque or transfer.

In the case of overdue payment, a penalty is due by the company, equal to three times the most recent refinancing rate.

Any delay in payment will cause a 40 euros fixed compensation for recovery costs.

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Article 6.3: International banking taxes and charges

In case of services performed outside the national territory of AFNOR Certification, the Company shall pay the authorities and/or the appropriate local authority, any direct and indirect national taxes and/or duties resulting hereto and shall undertake to provide, on request from AFNOR Certification, any necessary documents evidencing payment of such taxes and/or duties.

The Company shall also bear all bank charges, where applicable, exchange risks and costs of conversion resulting hereto.

ARTICLE 7: SUSPENSION, WITHDRAWAL OR REDUCTION OF THE CERTIFICATION SCOPE

A decision to suspend the certificate(s) may be made against the company in the following cases:
- on its request, notably in the event of a reorganisation preventing it temporarily from maintaining its compliance with the standard(s),
- on AFNOR Certification’s initiatives based either on deviations from the standard(s); or in the event of successive audit reports questioning the implementation of the management system and/or service compliance with the standard(s); or the client not allowing audits to be conducted in the required timeframe or required frequency; or the client is not compliant with the guidelines for the use of certification trademarks.

Such suspension shall be twelve months at most, following a request by the Company, and six months at most following a request by AFNOR Certification. During this period, the Company no longer appears in the directory of certified Companies available on the portal www.afnor.org. The electronic certificate, available via this internet portal, indicates whether the suspension occurred on the Company’s or AFNOR Certification’s request.

Upon notification of the suspension of its certificate(s) by AFNOR Certification, the Company undertakes not to issue commercial and/or technical material containing a mention of its certification and not to mention the same in any manner.

Ending the certificate suspension does not extend the validity period of the said certificate(s).

Regarding management system certification, a decision to reduce the certification scope may be made as regards the Company if the latter fails to comply with any of the certification requirements within the scope of certification according to the requirements of the standard. Should the certification scope be reduced, the Company undertakes to modify any publicity document concerning its certification.

ARTICLE 8: TERMINATION

If the Company has not taken the required measures to lift the suspension, the certificate is withdrawn and the contract shall terminate ipso jure.

Furthermore, should any of the parties commit any material breach of any other obligation, it may be requested by the other party to perform its obligations within one month as from the receipt of a written notice. Should the notice be inefficient, the issuing party may terminate this contract at any time by registered mail with acknowledgment of receipt, subject to two-months notice after receipt. The termination of the contract implies the withdrawal of the certificate(s).

In the event of any termination by the Company, not justified by AFNOR Certification’s breach of an obligation, the Company shall give up the amounts already paid and a penalty equal to 20% of amounts owed shall be due to AFNOR Certification.

1 The AFNOR Group refers to all entities within the AFNOR association and companies, associations and groups in which AFNOR directly or indirectly participates in or in which AFNOR exerts a dominant influence or designates administration or management bodies.
On termination of this contract, AFNOR Certification undertakes to destroy any documents that are no longer necessary to it and/or to return to the Company, on request, any documents provided to it.

**ARTICLE 9: LIABILITY**

AFNOR Certification undertakes to dedicate all necessary means for the performance of its services. Its liability shall not be involved other than in the event of error or negligence, of which the Company is responsible for furnishing evidence.

In that event, AFNOR Certification's obligation to the Company for damages, losses, costs, expenses and other losses suffered where its professional liability is involved, shall not, whatever the circumstances, nature and significance of the loss, exceed an amount equal to fifteen times the amount of the audit day.

The Company shall be solely responsible for the use it makes of its certificate(s), which show an assessment but not the existence of a guarantee. The Company undertakes, in the event of any dispute by a third party, not to involve AFNOR Certification's liability on the expected interpretation of the value of its certificate(s).

The issuing of certificate(s) and/or any other document whatever the medium, and any AFNOR Certification's intervention does not imply that the Company has complied, complies and will comply with law and/or regulation. Similarly, the issuing of certificate(s) alone does not constitute a notification of compliance with the requirements of regulation and/or law notably issued by national or international agencies.

**ARTICLE 10: GOVERNING LAW AND ATTRIBUTION OF JURISDICTION**

The Contract shall be governed by and construed in accordance with the laws of France.

In the event of a dispute concerning the interpretation or the execution of the Contract, the Parties agree to attempt to reach an amicable solution. Should they not succeed in doing so, the dispute shall be submitted to the French competent Court within whose jurisdiction AFNOR Certification's headquarter is registered.
General terms during the pre-audit visit

ARTICLE 1: CONTRACTUAL FRAMEWORK

The contract governing the relationship between AFNOR Certification and the entities benefiting or wishing to benefit from a pre-audit visit, hereafter called “Companies”, is made up of these general terms and the specific terms. This contract prevails over any other document.

ARTICLE 2: PURPOSE

The purpose of this contract is to specify the conditions of the performance of a Company’s pre-audit visit with a view to the possible certification of the said Company according to specific standard(s). It shall be furthermore specified that this pre-audit visit cannot constitute an exhaustive assessment of the requirements against the specific standard elected by the Company.

ARTICLE 3: OBLIGATIONS OF AFNOR CERTIFICATION

An on site pre-audit visit includes:

- the opening and presentation meeting,
- a survey of the premises and workshops, and an assessment of its implementation and appropriation by the personnel,
- the summary meeting and oral conclusions: auditor’s first comments.

The report issued by AFNOR Certification, in the days following the end of the on site pre-audit visit, is prepared on the basis of the Company’s answers on the date of its assessment by AFNOR Certification. As a result, the pre-audit visit, carried out on the basis of information supplied by the Company to the auditor, does not prejudice of the result of an in-depth audit for certification or a certificate.

The report is a document on paper medium that is issued according to a standard set form liable to be changed without notice by AFNOR Certification. AFNOR Certification reserves the right, at any time, to add or end any of the mention(s) and/or distinctive sign(s) affixed on the said report.

ARTICLE 4: OBLIGATIONS OF THE COMPANY

The Company undertakes to co-operate with AFNOR Certification as facilitating the pre-audit visit work and to pay amounts owed to AFNOR Certification. The Company states that it complies with legal provisions. It means particularly for the Company to:

- provide AFNOR Certification all required work documents, specifically those used by the Company,
- provide AFNOR Certification with means to access the inspection site as well as any equipment required for the pre-audit visit,
- take all required measures to help the proper performance of the pre-audit visit,
- ensure, for all personnel sent by AFNOR Certification, that all health and safety rules are compliant with applicable laws and regulations,
- provide accurate, truthful and complete information to AFNOR Certification and disclose any information of any kind that has an impact on the assessment process. More specifically, the Company shall inform AFNOR Certification of previous certification and/or assessment processes it engaged in and their outcomes.

ARTICLE 5: CONFIDENTIALITY

AFNOR Certification undertakes not to disclose, even partially, to any other person, any information that it may become aware of during the performance of the contract, without the Company’s prior and written consent. Any silent observer is bound by a confidentiality duty.

If information is legally required to be disclosed to third parties, the Company is informed of the information supplied by AFNOR Certification within the limits contained in the law.

However AFNOR Certification is allowed to provide to members of the AFNOR Group any information it has relating to the Company, except for purely technical information contained in its audit report. Such information relates to the identification of the Company and to respective standards.

AFNOR Certification and the other members of the AFNOR Group may mention the Company in their advertising material.

ARTICLE 6: COMMUNICATION

The audit report issued following the pre-audit visit should not be changed by the Company, which undertakes not to disclose it other than in its entirety.

ARTICLE 7: FEES AND TERMS OF PAYMENT

ARTICLE 7.1: Fees

The fee owed to AFNOR Certification is defined in the specific terms in the offer. Such price is fixed and includes the service (off site preparation of the pre-audit visit, visit, documents, report). Travelling and accommodation costs incurred for completing the pre-audit visit are additional to the price quoted (based on justification).

In the event the Company cancels a pre-audit visit and had previously agreed to the dates of such visit, before the visit is started, AFNOR Certification reserves the right to ask the Company to pay 30% of the price that would have been charged had the pre-audit visit taken place. However, a pre-audit visit, for which a work order has been issued, can be postponed once for at most six months, as from the date of the said work order. After that period, the order is considered as cancelled and the Company owes the above-mentioned fixed compensation to AFNOR Certification.

The request for postponement may be granted if AFNOR Certification is informed at least two weeks before the date specified on the order.

Article 7.2: Payment terms

Invoices shall be issued by AFNOR Certification and set the payment delays and shall be payable in euros by cheque or transfer. In the case of overdue payment, a penalty is due by the company, equal to three times the most recent refinancing rate.

Any delay in payment will cause a 40 euros fixed compensation for recovery costs.

ARTICLE 7.3: International banking taxes and charges

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3 The AFNOR Group refers to all entities within the AFNOR association and companies, associations and groups in which AFNOR directly or indirectly participates in or in which AFNOR exerts a dominant influence or designates administration or management bodies.
In case of services performed outside the national territory of AFNOR Certification, the Company shall pay the authorities and/or the appropriate local authority, any direct and indirect national taxes and/or duties resulting hereto and shall undertake to provide, on request from AFNOR Certification, any necessary documents evidencing payment of such taxes and/or duties.

The Company shall also bear all bank charges, where applicable, exchange risks and costs of conversion resulting hereto.

ARTICLE 8: LIABILITY LIMITATION

AFNOR Certification’s obligation to the Company for damages, losses, costs, expenses and other losses suffered where its professional liability is involved, shall not, whatever the circumstances, nature and significance of the loss, exceed an amount equal to fifteen times the amount of the pre-audit visit chosen by the Company.

The Company shall be solely responsible for the use it makes of its audit report, which shows an assessment but not the existence of a guarantee. The Company agrees, in the event of any dispute by a third party, not to involve AFNOR Certification on the expected interpretation of the value of its report.

The issuing of an audit report and/or any other document whatever the medium, and any AFNOR Certification’s intervention does not imply that the Company has complied, complies and will comply with law and/or regulation. Similarly, the issuing of an audit report alone does not constitute a notification of compliance with the requirements of regulation and/or law notably issued by national or international agencies.

ARTICLE 9: GOVERNING LAW AND ATTRIBUTION OF JURISDICTION

The Contract shall be governed by and construed in accordance with the Law of France. In the event of a dispute concerning the interpretation, the formation or the execution of the Contract, the Parties agree to attempt to reach an amicable solution. Should they not succeed in doing so, the dispute shall be submitted to the French competent Court within whose jurisdiction AFNOR Certification’s headquarter is registered.