

STANDARD TERMS AND CONDITIONS OF SALE

All agreements and sales of services by Eurofins Assurance India Pvt. Ltd. are subject to terms and Conditions of sale included in this document unless otherwise agreed in writing.

Eurofins Assurance India Pvt. Ltd. shall be responsible the management of all information obtained or created during the performance of certification activities. Except for information that the client makes publicly available, or when agreed between Eurofins Assurance India Pvt. Ltd. and the client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential. Eurofins Assurance India Pvt. Ltd. shall inform the client, in advance, of the information it intends to place in the public domain.

By signing this contract, I / We hereby accept the proposal and agree to the terms of the contract and the Eurofins Assurance India Pvt. Ltd. General Conditions & Certification Agreement. In accepting the contract, we allow Eurofins Assurance India Pvt. Ltd. to submit a report when required by a certification program owner (CPO) and agree to the following :

1. understanding that the certificate will be issued by Eurofins Assurance India Pvt. Ltd.
2. consent to have our certification of registration details (as outlined herein), displayed on the CPO's website for public display.
3. agree to adhere to the regulations set forth by the CPO which we are seeking recognition from.
4. agree to all state and federal laws pertaining to certification and auditing.
5. always comply with the relevant provisions of the certification program including implementing appropriate changes when they are communicated by the certification body and relevant CPO
6. if certification applies to ongoing production, the certified process continues to fulfill the requirements.
7. provide necessary information to adequately prepare for an audit. This information could include a copy of the previous audit report and certificate.
8. make all necessary arrangements for the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to relevant equipment, location(s), area(s), and personnel, and client's subcontractors, investigation of complaints, the participation of observers/ technical expert, if applicable.
9. make claims regarding certification consistent with the scope of certification which has been granted ;
10. not use its product certification in such a manner as to bring the certification body and/or certification system into disrepute and lose public trust
11. if providing copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified by the CPO
12. upon suspension, withdrawal, or termination of certification, to discontinue use of all advertising matter that contains any reference thereto, returns any certification documents as required by the certification body, and takes action as required by the certification scheme and takes any other required measures
13. use certification only to indicate that products are certified as being in conformity with specified standards;
14. not use or permit the use of a certificate document, certificate, report, or any part thereof is used in a misleading manner or misleading statement regarding certification;
15. not make any statement regarding its product certification which the certification body may consider misleading or unauthorized ;
16. conforms to the requirements of the certification body and CPO when making reference to certification status in communication media such as the internet, brochures, or advertising, or other documents.
17. complies with any requirements that may be prescribed by the CPO relating to the use of marks of conformity, and on information related to the product
18. keeps records of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested a takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification, and documents the actions taken
19. amend all advertising matter when the scope of certification has been reduced
20. not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product or process
21. not imply that the certification applies to activities that are outside the scope of certification
22. to the requirements for certification and to supply any information needed for evaluation of products to be certified.
23. aware that the auditor may be accompanied by other personnel for training, assessment or calibration purposes. This activity may include the training of new auditors, routine witness audits of auditors, witness audits by accreditation bodies, witness audits by the CPO, or witness audits by a specifier where a specifier specific audit module is included.
24. aware that we might be selected for the CPO's surveillance/integrity program in which case the CPO may accompany the auditor on the audit which we cannot refuse.
25. aware that all documents shall be made available to the CPO upon request. All documents shall be copies of original documents. Documents are treated as confidential.

26. aware that the CPO reserves the right to conduct its own audit or site visit once certified in response to complaints or as part of the routine CPO compliance activity to ensure the integrity of the standard. Such visits may be announced or unannounced.
27. aware that certification status may be affected in the event that access to any parts of the site or process or requests to these points listed in the proposal/contract is unreasonably refused.
28. aware that the CPO may contact the site directly in relation to its certification status or for feedback on Eurofins Assurance India Pvt. Ltd. performance, or investigation into reported issues.
29. aware that any specific requirements for additional audit modules must be followed in accordance with protocols for those modules. This includes any confidentiality of information.
30. aware that the CPO may require an unannounced audit which cannot be refused and all fees will apply ; Notification shall be sent in advanced and the ability to select any blackout periods will be available.
31. acknowledge that certified facilities may be withdrawn at any time without prior notice.
32. accept that accounts which are due will be paid within 30 days of receipt of invoice.
33. informs the certification body, without delay of changes that may affect its ability to conform with the certification requirements (examples of changes can include legal, commercial, organization status or ownership ; organization and management ; modification to the product of the production method ; contact address and production sites ; major changes to the quality management system)
34. notify Eurofins Assurance India Pvt. Ltd. within 24 hours in the event of a food safety/quality/environment/occupational health incident (recall/withdrawal), any adverse publicity, or Government intervention in writing to Eurofins Assurance India Pvt. Ltd.