

# TERMS AND CONDITIONS OF SERVICE PROVISION BY EQSC



## ABSTRACT

This document presents the rights and duties of EQSC and its Clients, in accordance with the standards applied by EQSC and Client. Reading, understanding and agreeing with these terms is responsibility of the Client.

Valid from 10.02.2017



## **1. Validity and Purpose**

- 1.1 These terms and conditions are implementable for all the services of EQSC's Certification System, implemented for: system certification, products, etc. that includes but are not limited only at evaluation activities, verification and certification of management system and products of clients, based on standards/regulations/respective norms.
- 1.2 By signing these Terms and Conditions, the client declares that is informed and agrees with EQSC's and its rights and obligations, as described below.

## **2. Validity of Service's Fee**

- 2.1 All services provided by EQSC are invoiced according to services' fees defined at Fee System. The invoice/offer announced at EQSC's client is executed according to the currency foreseen in the Fee System.
- 2.2 The changes at Fee System are made public to the clients during the application process, every year through the signing of Financial Offer, and are made public as well through the EQSC's web page. This announcement is done within one week from the document change.
- 2.3 Taxes and other obligations are invoiced to the client based on the legislation in force at the moment of service provision. Any tax/obligation that may be imposed in retrospective will be invoiced to the client.

## **3. Terms and Timeline of Service Delivery**

- 3.1 The client receives services as defined in the Application form submitted to EQSC, after its review and agreement with the client.
- 3.2 The client is required to address any request for the cancellation of the relationship with EQSC, or change the services required by EQSC, only in written form. Services can be canceled or changed only with the approval of EQSC as well.
- 3.3 EQSC reserves the right of charging a fixed fee for every change of dates of service delivery, for which the parties agreed in advance. Any other costs incurred during service delivery, will be reimbursed correctly by the client.
- 3.4 In case of cancellation of service delivery, in addition of invoicing the services and related costs already offered by EQSC and associated, EQSC reserves the right of charging a fixed fee of 10% of the agreed offer for services still unfinished.

## **4. Terms of Payment**

- 4.1 Except in cases where it may be otherwise agreed, the EQSC's service provided invoice is paid gradually during service delivery: the client pays the stated percentage of financial Offer, and after the finalization of the service he pays the remaining of the total amount. The fee for references use is paid once in every certification cycle and is included in the offer defined for the certification or recertification audit.
- 4.2 The EQSC's issues invoice should be paid within 30 days from the date of issue.
- 4.3 The EQSC reserves the right to require prepayment of financial Offer, in reasonable percentage. In these cases, the client is obliged to finalize all other financial obligations by the dates determined by EQSC. In cases where it is suspected that the client has financial insolvency or liquidity problems, or when there is any reason based on the reliability of making payments on time by the client, EQSC will provide services only if all financial offer is fully prepaid.
- 4.4 In case of delay in payment of the invoices issued by EQSC, the additional charges may apply for each 30 days of delay (from the last date agreed for the invoice's payment), of 2% of the total amount. In case when EQSC will be forced to contract a third party to collect these financial obligations, the cost of contracting the third party will be charged to the client. Moreover EQSC may suspend or withdraw the certificate issued, when cases of delays in



payment or exceed specified limits are repeated. EQSC will send “a reminder” to the client for each 30 days of delay from the last date agreed for payment of the relevant invoice.

- 4.5 In the case when the client has a complaint regarding the issued invoice, he must submit the complaint in written form to EQSC, up to two weeks upon the receipt of the invoice, together with relevant explanations for this complaint. In cases where there is not any complaint or comment from the client after this time, EQSC takes it for granted that the invoice has been accepted and will be paid correctly.

## **5. Confidentiality and data protection**

- 5.1 EQSC takes over the data protection of the information gathered during the operation of its activities at the client’s facilities, according to the EQSC procedures for confidentiality and protection of customer data. Any information given/received from the client, which according to the EQSC’s procedures is not public information, will be kept confidential.
- 5.2 EQSC undertakes not to distribute information considered as confidential (including but not limited only at the information obtained through audit reports) to any third party. Except the cases when the client requests/approves by written form that the information may be given even in the cases when disclosure of information is required by Law.
- 5.3 The client agrees that the information, as defined in 5.2 (especially in the case of audit reports), will be given to the accreditation bodies and that evaluators/representatives of these bodies may be present during the audits.
- 5.4 The Client agrees that EQSC may use his address (mail and e-mail) to send informational/promotional materials on EQSC and his Certification System, as well as on EQSC’s partners and mutual services of EQSC’s Partner. The client has the right to terminate this agreement, at any moment, only in written form.
- 5.5 The Client agrees that the Standards/Laws/Relevant Norms, related to EQSC’s activity (such as ISO/IEC 17021), legally requires EQSC to make public a certification registry data. This register will be made public on EQSC’s website (or may be given in written form) and shall contain at least: the name of the person/company certified, address (their headquarters and/or branches), purpose of certification and certificate number and reference to normative documents. The client agrees that this information may be published on the EQSC’s website and create a link to its website, directly from the EQSC’s website.

## **6. EQSC’s responsibility**

- 6.1 EQSC is responsible toward its clients only on cases of intended violations and extremely not careful of its contractual duties toward the subject of these Terms and Conditions.
- 6.2 The EQSC’s responsibility is limited on cases of damages which are predictable in EQSC’s work processes that may be caused to the client. The EQSC’s measure of responsibility shall not exceed the amount paid to EQSC, as part of the contractual relationship.
- 6.3 EQSC will not consider herself responsible for every loss of profit event, direct or indirect significant damages, and clear property damage of any kind.
- 6.4 Any claim for damage compensation will not be valid unless it is proven into court within 6 months from the date on which the beneficiary party is made aware of and in any case no later than within 2 years of the event happening.
- 6.5 To the extent authorized by applicable law and unless otherwise specified and agreed with EQSC (in written form), the client guarantees that the services provided by EQSC will be only used for the purposes of the client and not to third parties. However, if the services provided by EQSC are passed on or used by third parties, EQSC is not liable to third parties.
- 6.6 In case of any exception, if EQSC, will be liable to a third party, the terms and conditions set out in Paragraph 6, including but not limited only to damages compensation mentioned here, will be applicable not only for the



relationship between client and EQSC, but also against the third party. Whenever a third party submits a claim for compensation from EQSC, the client will fully hold harmless and compensate EQSC for and against these claims.

- 6.7 The maximum amount of responsibility agreed, pursuant to Paragraph 6.2 above, shall be applied only once in total for all damaged parties, even if different individuals (the client and the third party, or some third parties) have suffered losses. Damaged parties will be compensated according to the chronological order of submission of applications.

## **7. The rights of the client**

- 7.1 The EQSC's services will be provided in the most efficient manner possible, during the normal business activity of the client at the client's location, or if necessary during the activities' tour or in other locations (e.g., construction sites, etc.) ensuring that outages will be kept to a minimum.
- 7.2 EQSC informs the client on EQSC's working staff appointed to perform the specified task. If the client refuses the appointed staff for justified reasons, EQSC will propose other staff. The client may not oppose members of an audit team when the audit is notified in the short term. EQSC can select the staff who performs his duties according to his discretion and freedom of action, except in cases where standards/international and national regulations (such as IAF or EA policy, the accreditation body requirements, etc.) foreseen otherwise.
- 7.3 If a staff appointed by EQSC may be ill immediately before or during service delivery, he/she will be replaced by another staff, or a different period of time will be determined through a written agreement together with the client.
- 7.4 At receipt of the Audit Report from the Audit team of EQSC, Client has the right to comment the content of the audit report within 10 days (calendar) from the date of delivery from. In case client does not react within this timeframe the Audit Team considers this as an agreement from the client with the Audit report therefore sends the Audit report to the Certifier of EQSC.
- 7.5 Certified client by EQSC has the right to use the certification references established by EQSC, according to the terms and conditions of the EQSC, set out in the relevant documents presented to the client together with the certificate.

The right to use the EQSC certification reference (graphics, brand, logo, or in writing) is not transferred to third parties.

Except in cases where certification has been withdrawn by the EQSC, the certification references provided by EQSC may still be kept in the promotional materials of the company up to three months from the date of ending of the certification. Promotion should not lead to error and clearly have to show when an activity / process or company is certified. EQSC certification references should not be used in a form to be interpreted as product conformity specifications. EQSC certification references can not be used on product packs, laboratory test reports, calibration certificates, or inspection reports. The certification scope should be used correctly, exactly as written in the certificate without any changes.

## **8. The obligation of the client**

- 8.1 It is the client's responsibility to ensure that any document given or other information that is necessary for the provision of services contracted by EQSC, be ready for EQSC without a request from the latter, and that EQSC is notified for any event or circumstance which may be important for the performance of a task.
- 8.2 The client will allow free entrance to any facility, environment, office, workplace, etc., that is deemed to be verified/controlled/audited during service delivery by EQSC.
- 8.3 The client shall take the necessary organizational measures in order to ensure that those responsible will be ready and prepared to offer a full service and gathering of practical evidence by EQSC's staff.
- 8.4 The client shall ensure that the staff asked by EQSC will provide clear and truthful information for any internal issue which is important for assessing appropriate management system.



- 8.5 A certified customer undertakes the correct use of certification and certification references in accordance with fair competition rules.
- 8.6 Certified Client is obliged to inform EQSC immediately (within five business days) any changes that may affect the certification given such as:
- legal status or ownership;
  - organization and management (e.g. leading managerial staff, decision making staff or technical staff);
  - contact address and locations;
  - scope of activity under the certified management system;
  - Main changes in the management system and processes.
- 8.7 The client's management system should be developed in a verifiable manner, undertaking systematic actions (such as internal audits, periodic management reviews) if the relevant standards for which it is certified require it.
- 8.8 All complaints received by third parties regarding the management system must be reported to the EQSC in writing, according to the relevant procedures presented by EQSC. Any complaint should be considered and if it is deemed necessary, take corrective measures. These complaints and corrective actions taken should be present during the next scheduled audit by EQSC.

## **9. The Rights of Intellectual Property**

- 9.1 All documents that EQSC can provide electronically or printed, such as self-assessment forms, models or checklists will be under the ownership of EQSC and may be used only for the purposes stipulated by EQSC. Except in cases where EQSC approves through written forms, in all other cases any use or distribution of the material will be prohibited. In the absence of approval from EQSC, these documents will not be re-produced or provided to third parties. If this happens EQSC reserves the right to decide over a payment for any breach of the agreement, as determined by the EQSC's Administrator.

## **10. EQSC's Impartiality and Independence**

- 10.1 The client assures that it will refrain from anything which might cause to question the independence of the assigned staff of EQSC. This applies in particular for offers on consultancy services, or employment or contracts, on behalf of the respective staff.
- 10.2 In order to ensure its impartiality, EQSC will not provide consultancy services which are subject to certification/service contracted by the client, services which will lead to the issuance of the certificate.

## **11. Requirements for Granting/Maintaining the Certificate issued by EQSC**

- 11.1 The certificates issued by EQSC have their issuing and validity date. Every certificate has its unique identification number, registered only once by EQSC, that is easily traceable.
- 11.2 The issuing date will remain unchanged throughout the certification cycle, and further, after having proven its continual validity. In cases where there is change occurring (e.g. in expanding or reducing the scope of certification or renewal of validity) this date will change reflecting so the actual issuing date.
- 11.3 The date of validity determines the validity of the certificate. During the validity period, the client must accept the surveillance audits. Except when agreed upon or determined by the accreditation body or authority, a certificate issued by EQSC will be valid for three years, and surveillance audits conducted each year will be valid for a period of 12 months. The surveillance audits will be notified to the Client by EQSC and agreed accordingly.



- 11.4 The purpose of the implementation of the certification scope, is for the whole organization/client. If the certification scope will be applicable only to a part of the activity and for a given area, sector or location, this will be clearly identified in written form in the certification documents.
- 11.5 If EQSC find non-conformities, these will be resolved effectively as defined in the documents submitted by EQSC, in order to maintain the issued certification. Actions taken will be verified during the next audit and/or specific audits, and/or through the documentation submitted at EQSC. If corrective measures are not taken within the time specified, EQSC reserves the right of restriction, suspending or withdrawing definitively the certification granted.
- 11.6 The certificates are property of EQSC at any time and place. In cases when certification is definitely withdrawn, all original certificates should be turned back to EQSC, within one month from the date of decertification decision.

## **12. Withdrawal of the Certificate and Certification References**

- 12.1 EQSC can restrict the scope of certification either temporarily or permanently, withdraw the certificate with immediate effect, if the requirements for maintaining certification described in this document or in other documents of EQSC's Certification System, are not met. The same point applies even if the client does not meet the payment of financial obligations toward EQSC, within the time specified in the relevant invoices/offer. EQSC reserves the right to award an additional period of 14 days, if the client's business has gone bankrupt, pending the finalization of the liquidation of assets and the corresponding payment.
- 12.2 EQSC will communicate any suspension or revocation of certification, in written form and will publish the relevant information on the form foreseen by EQSC.
- 12.3 If certification is suspended or withdrawn, the certified client is obliged to return to EQSC all certification (certificates, the right to use the certification logo, etc.) and stop using certificate references. The Client must also ensure that the use of these references will be removed from promotional materials, brochures, etc., according to the terms communicated by EQSC. In case of a breach of this Certification System requirement, EQSC can request a financial payment.

## **13. Final terms**

- 13.1 Any change or addition on these conditions and terms will be done only in written form.
- 13.2 If any or some of these terms and conditions shall be invalid, the validity of other terms and conditions will not be affected. The invalid terms and conditions will be revised and substituted by valid terms and conditions that will be determined to be as closer as possible the meaning and reflection of scope of these terms and conditions.
- 13.3 All issues or unclear discussions that derive from these terms and conditions may be exclusively directed at Tiran Court.
- 13.4 These terms and conditions are leaded by and in accordance with the Albanian Legislation as well as National and International relevant Standards.