

1. Preamble

- a. TÜV Austria Hellas is accredited to carry out audits and certification in accordance to ISO 17021 and ISO 17065 standards. TÜV Austria Hellas is a Notified Body for the assessment and verification of constancy of performance of construction products (Product Certification/ Factory Production Control - FPC certification)
- b. Audits are performed on the basis of the standard(s) that the Client has chosen to be certified. The specific standard(s) is (are) named in the relevant offer and contract.
- c. TÜV Austria Hellas reserves the right to modify the present Regulation at any time

2. Definitions

Audit - a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled

Inspection - examination of a product design, product, service, process or plant, and determination of their conformity with specific requirements or, on the basis of professional judgment, general requirements

Audit process - The process consisting of three steps: audit preparation, audit conducting, audit results evaluation and release

Certification audit - audit carried out by an auditing organization independent of the client and the user, for the purpose of certifying the client's system of factory production control / product.

Surveillance audit - audit carried out for the purpose to verify that the certified system of factory production control - FPC / product continues to fulfil requirements.

Re-certification audit - audit carried out for the purpose to confirm the continued conformity and effectiveness of the FPC/product as a whole, and its continued relevance and applicability for the scope of certification

Non Conformity: failure to meet the defined criteria of the certified scheme, standard or certification regulations of TAH

Independent organization - TÜV Austria Hellas (TAH)

Client - organization whose FPC system and/or product is being audited and/or inspected for certification purposes

Construction product - any product or combination of products which is produced and placed on the market for incorporation in a permanent manner in construction works or parts thereof and the performance of which has an effect on the performance of the construction works with respect to the basic requirements for construction works

Product of the construction sector - any product or combination of products produced and placed on the market for incorporation in a permanent manner in construction works or parts thereof and the performance of which has an effect on the performance of the construction works with respect to the basic requirements for construction works

Harmonised Technical Specifications (HTS) - Harmonised Standards (HS) and European Assessment Documents (EAD)

Harmonised Standard (HS) - a standard adopted by one of the European standardisation bodies listed in Annex I to Directive 98/34/EC, on the basis of a request issued by the Commission, in accordance with Article 6 of that Directive

European Assessment Document (EAD) - means a document adopted by the organisation of Technical Assessment Bodies (TABs) for the purposes of issuing European Technical Assessments

European Technical Assessment (ETA) - the documented assessment of the performance of a construction product, in relation to its essential characteristics, in accordance with the respective European Assessment Document

3. Tasks of the Client

- a. The Client complies with all certification rules as determined by the relevant accreditation scheme and certification procedure of TAH.
- b. The Client provides in any means all relevant data, documents, facilities required for the compliance of the standard's requirements
- c. The Client has evaluated the performance of the construction product before the Initial Inspection and thereafter as required.
- d. The Client appoints a contact person from the company management, with the responsibility of facilitating and supporting the audit
- e. The Client notifies in time for any changes within the organization regarding at least one of the following issues:
 - Legal, commercial, organizational status or ownership
 - Organizational status and/or change of persons (eg. key management, decision making or technical staff)
 - Contact address or site
 - Scope of operations under certification
 - Major changes to certified FPC / certified product, Declaration of Performance and processes.
- f. The Client informs in details for incidents and/or cases regarding appeals or/and complaints affecting the certification and/or logo use
- g. The Client immediately informs about incidents, including complaints about the quality of products and / or cases of product withdrawal or recall, which are included in the scope of certification.

In the above changes/incidents (3e-3g) a special audit may be conducted

- h. The Client must be activate under legitimate conditions and must have all necessary documents
- i. Unless otherwise agreed with TAH, the client is obliged to keep confidential all documents received from TAH with exception the Certificate, the Certification Regulations and Certification Logo Use.

4. Certification process and certification cycle

4.1 Preliminary Steps

- a. The client applies for certification
- b. Detailed data of the company and products are documented in the application form and submitted to TAH
- c. Data are reviewed, and the audit details are defined by the authorized staff of TAH
- d. A detailed offer is submitted to the client

4.2 Audit Preparation

- a. The client accepts the submitted offer, and sends it back signed
- b. The contract is prepared and sent back to the client
- c. The contract is sent back, signed by the client. The scope of the audit is included in the contract.
- d. The audit date and scope are agreed
- e. The audit is performed as scheduled

4.3 Certification Process

- a. The client must review all requirements of the standard(s), to be certified, in detail.
- b. The audit is undertaken by qualified auditor for the standard(s) and the scope(s) of that the company has applied
- c. Every requirement of the standard is evaluated by the auditor during the audit
- d. The auditor assesses the nature of deviation or non-conformities, if raised.

4.4 Audit Duration

The audit duration is calculated based on the following criteria:

- Size and complexity of the client
- System for the assessment and verification of the constancy of performance of the construction product
- Total number of employees involved in the FPC system / Product (indicatively laboratory, production, quality department etc), regardless of the employment relationship (part time, shift workers, temporary staff etc).
- The construction product(s) to be assessed, the producer's processes, the existence of in-house laboratory and the number and location(s) of the production plant(s)
- Language the audit is going to be conducted
- Results of previous audits (if applicable)
- Changes of the client or/and accreditation rules

4.5 Certification Cycle

The certification cycle is defined by the contractual terms of TÜV Austria Hellas and/or the specific scheme requirements appropriately.

- a. Maintaining and/or renewal of certification is based on the fact that surveillance and/or renewal audits are performed within the obliged timeframes
- b. The scope of the certificate has to be included within the audit scope and criteria, and the activities of the Client
- c. The use of the certification logo is based on the rules defined in the "Use of logo regulation" conforming on the following principles:
 - does not make or permit any misleading statement regarding its certification and regarding the characteristics and capabilities of the certified product(s)
 - does not use or permit the use of a certification document or any part thereof in a misleading manner
 - upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification
 - amends all advertising matter when the scope of certification has been reduced
 - does 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 (unless mentioned otherwise in certification scheme)
 - does not imply that the certification applies to activities that are outside the scope of certification
 - does not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust

4.6 Suspension, withdrawal or reducing the scope of certificates of certificates

- a. Certificates shall be suspended in cases when:
 - the client's certified factory production control system / the stability of the customer's product performance has persistently or severely failed to meet the certification requirements
 - The identified Non-Conformities have not been closed within the agreed time period
 - the certified client does not allow surveillance or recertification audits to be conducted at the required frequencies
 - Substantial changes of the client have not been notified to TÜV Austria Hellas (ie. issues referred in paragraph 3)
 - non-paying of agreed fees
 - the certified client has voluntarily requested a suspension
- b. Suspension of the certificate is notified in written to the client

- c. The suspension period of the certificate is maximum six months, after their expiration and if the agreed actions have not been met, the certificate is revoked
- d. Upon suspension or withdrawal of its certification the client:
 - discontinues its use of all advertising matter that contains a reference to certification, as directed by TÜV Austria Hellas
 - does not allow reference to its assessment and verification of constancy of performance system certification by TÜV Austria Hellas to be used
- e. TÜV Austria Hellas shall reduce the client's scope of certification to exclude the products not meeting the requirements, when the client has persistently or seriously failed to meet the certification requirements for the specific products included in the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification
- f. Relevant actions will be updated in the data base of certificated clients of TÜV Austria Hellas
- g. TÜV Austria Hellas shall provide, as appropriate, to other notified bodies for the performance of similar tasks, relevant information on matters relating to the negative and, if requested, positive results for systems for the assessment and verification of the constancy of performance of construction products,
- h. TÜV Austria Hellas will inform the competent authorities of any refusal, restriction, suspension or revocation of certificates.

4.7 End of in force certification

In force certificate may be terminated by the Client by providing adequate justification, giving a minimum of three (3) months' notice sent by registered post worth acknowledgement of receipt

- a. In case of the client terminates in force certification the following issues have to be declared by proof:
 - discontinues its use of all advertising matter that contains a reference to certification, as directed by TÜV Austria Hellas
 - does not allow reference to its system certification by TÜV Austria Hellas to be used
- b. If the client intends to transfer his certification status to another certification body, the following condition shall be fulfilled:
 - The client has notified three months before the due date planned audit date within the current certification cycle
 - All financial issues have been fulfilled
 - The original in force certificate will be returned to TÜV Austria Hellas
 - A written statement that all the certification logo of TÜV Austria Hellas has been withdrawn and not used anymore and all interested parties are notified adequately.
- c. A written statement of TÜV Austria Hellas that all requirements between TÜV Austria Hellas and the client are fulfilled has to be submitted to the client.

5. Contractual and financial terms

- a. The specific rules governing the certification process are defined in detail in a relevant contract signed by both parties
- b. The certification fees required by TÜV Austria Hellas are calculated, based on the information provided by the Client in the documented application
- c. Invoices corresponding to contractual agreed fees have to be paid in order to issue, remain or renew the validity of certification
- d. In case of nonpaying the agreed fees TÜV Austria Hellas suspends performance of the service(s) covered by relevant agreement.
- e. TÜV Austria Hellas may terminate the validity of certification if any of the technical and/or financial contractual requirements are not fulfilled by the Client.
- f. Within the framework of maintenance of accreditation, the client states that he will permit a possible Witness Audit (participation of the accreditation body in a (re)certification or surveillance audit) to be performed in his company.

6. Confidentiality - Impartiality

- a. TÜV Austria Hellas undertakes to keep confidential and protect any information relating to the Client by all its employees or representatives involved to the service(s) lying under the contract
- b. All information obtained during the service provision covered by the contract shall be considered as confidential, and particularly those relating to the product and or organization to be audited and/or inspected.
- c. TÜV Austria Hellas shall have the right to copy and record any documented record submitted by the Client, being a subject of objective evidence regarding the inspection or audit
- d. All the staff (auditors, administration experts etc.) appointed by TÜV Austria Hellas is committed to be impartial related to the Client provided the contractual services.

7. Complaints - Appeals

TAH accepts written complaints - appeals relating to the full range of its activities from contracted or other interested parties. Complaints – Appeals are managed according to the applicable procedure and a written response is submitted after the completion of the investigation of the incident.

8. Liabilities - Warranties

- a. The issued Certificate certifies that the Client satisfies at the specific time (time of the on-site audit) the requirements of the standard by which the evaluation is made.
- b. TÜV Austria Hellas does not warrant that the Client will get, because of the Certification, positive decisions or approvals, by relevant state or governmental authorities, regulatory bodies, other technical inspection bodies or similar organizations that can conclude on the Client's company or products. Granting of the Certificate does not warrant the success in undertaking by the Client of projects, in the public or the private sector, for which the Certification is a prerequisite
- c. If a claim is filed against TÜV Austria Hellas by a third party, because of circumstances within the sphere of the Client, the latter shall hold the TÜV Austria Hellas harmless against any liability. In any case, the Certification Body has the right to demand from the Client refund for any compensation paid to third parties for anything beyond the Certification Body's responsibility

9. Applicable law – Jurisdictions

The parties unreservedly agree to the subordination of any dispute arising from this regulation to the exclusive jurisdiction of the courts of Athens. This contract is subject exclusively to Greek Law