

WOOD CERTIFICATION PRIVATE LIMITED, certification body, having its registered offices at 507, Pragati Tower, 26, Rajendra Place, New Delhi-110008 (INDIA), hereinafter referred to as WOODCERT, hereby agrees to M/S \_\_\_\_\_ (Client Name) having its Plant Address at \_\_\_\_\_ hereinafter referred to as the client, to certify the client's at \_\_\_\_\_ No. of Sites \_\_\_\_\_ against the Certification Scheme \_\_\_\_\_ on the conditions of this certification agreement.

As per the requirements of ISO 17065:2012 and certification scheme, Woodcert is required to have a legally enforceable agreement for the provision of certification activities with its clients.

### 1.0 Requirements

- a) The client shall fulfill the certification requirements, including implementing appropriate changes when they are communicated by WOODCERT.
- b) If the certification applies to ongoing production, the certified product continues to fulfill the product requirements.
- c) The client shall make all necessary arrangements for
  - 1) The conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors
  - 2) Investigation of complaints
  - 3) The participation of WOODCERT observer's, accreditation board members or any other, if applicable;
- d) The client shall make claims regarding certification consistent with the scope of certification
- e) The client does not use its product certification in such a manner as to bring the WOODCERT into disrepute and does not make any statement regarding its product certification that the WOODCERT may consider misleading or unauthorized.
- f) Upon suspension, withdrawal, or termination of certification, the client shall discontinue using certification Certified status from of all advertising that contains any reference to certification. Client shall comply to all action as required by the certification scheme. Client shall return all certification documents within 10 days of such notification.
- g) If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- h) In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the WOODCERT and/or as specified in this certification scheme.
- i) The client shall comply with requirements that are prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
- j) The client shall keep a record of all complaints made known to it relating to compliance with certification requirements and action taken and makes these records available to the WOODCERT when requested, and
  - 1) The client shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification
  - 2) The client shall document the action taken.
- k) The client shall inform the WOODCERT, without delay, of changes that may affect its in ability to conform to the certification requirements.eg.
  - the legal, commercial, organizational status or ownership
  - Organization and management (e.g. key managerial, decision-making or technical staff),
  - modifications to the product or the production method,
  - contact address and production sites,
  - Major changes to the quality management system.

### 2.0 Scheme specific requirements:

2.1 For RMCPSC scheme additional certification requirements are defined in **PCP-23 RMC Protocol** and are publically available on our web site ([www.woodcert.com/documents.html](http://www.woodcert.com/documents.html)) for reference and perusal, including the following.

- Product requirement as specified in the document "Criteria for Production Control Ready Mixed Concrete",
- The liability on account of non-conforming processes shall rest with the certified RMC plant
- Necessary arrangement for unannounced audits

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- Shall make claims regarding certification only in respect of the location and the scope for which certification has been granted.

2.1.1 In case a complaint against the client is established to be valid and the plant's production control is found to be non-compliant with the specified criteria than WOODCERT will take the action as per the nature of noncompliance defined in section 5.3.1 of PCP-23 RMC Protocol.

2.1.2 In case of transfer of certificate or application, when the client decides to move from one certification body to another certification body, the certification body to which the client is now moving may ask the previous certification body for information on the reasons for such movement or the performance of the client with respect to the certification requirements. The previous certification body shall be obliged to share this information within a reasonable time, not exceeding 10 days from the date of receipt of the request. Such information shall not be considered as confidential and the certification body shall inform its client of this requirement, in advance, through agreements.

2.1.3 The client comply with the following requirements in addition to those specified in the respective standards as above:

a) Always fulfill the certification requirements including product requirement as specified in the document "Criteria for Production Control Ready Mixed Concrete", the certification process described in the document "RMPCS Certification Process" and the requirements specified in this document as applicable and the changes in them as communicated by the certification body, time to time;

b) The certified RMC Plant and its processes always fulfils the certification requirements;

c) The liability on account of non-conforming processes shall rest with the certified RMC plant;

d) The client makes all necessary arrangements for the conduct of the initial and recertification onsite audit/evaluation, surveillance onsite audits/valuations (announced and unannounced), onsite special/short notice audits/evaluations for the purpose of complaints investigation, etc. It shall also include provision for examining documentation and records, and access to the relevant equipment and facilities, products, location(s), area(s), personnel, and client's subcontractors;

e) The client shall make claims regarding certification only in respect of the location and the scope for which certification has been granted;

f) The client shall endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner;

g) Keeps a record of all complaints made known to the client relating to the compliance with certification requirement and to make these records available to the certification body for its verification. The client shall also agree to take appropriate action with respect to such complaints and any deficiencies found in products/process in accordance with the requirements of the Scheme;

h) The client shall inform WOODCERT, without delay, of matters that may affect its ability to conform to the certification requirements. These shall include changes in:

i. The legal, commercial, organizational status or ownership,

ii. Organization and management (e.g. key managerial, decision-making or technical staff),

iii. Contact address and production sites/premises,

iv. Modifications to the plant design and or processes or the production methods, changes in manufacturing/testing equipment and in the internal control measures which are significant in nature.

v. Any other information indicating that the RMC plant may no longer comply with the requirements of the certification criteria and the certification scheme.

2.1.4 Records kept by the client in respect of the complaints received and their resolution shall be verified by WOODCERT during the surveillance visits to the client's premises.

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2.1.5 The client shall agree for re-audit/evaluation by the WOODCERT as per the requirement of the certification scheme, in the event of changes significantly affecting its capability to comply with the requirements of the certification scheme.

2.1.6 The client shall also agree for re-evaluation by the WOODCERT, in the event of changes in the standards to which compliance of the plant is certified.

2.1.7 The client shall ensure that the Certification Mark shall be put on the delivery challan carrying reference to the supplies made by the certified Plant.

Each delivery challan shall carry the following information:

- a) Address of the RMC Plant.
  - b) Certification Number
  - c) Certification Mark.
  - d) CB Logo.
- (Refer section 14.5 of the **PCP-23 RMC Protocol**)

**2.2 For VCSSLSP scheme** additional certification requirements are defined in ANNEXURE B of **PCP-24 VCSSLSP Protocol** and are publically available on our web site ([http://woodcert.com/VCSSLSP\\_documents.html](http://woodcert.com/VCSSLSP_documents.html)) for reference and perusal.

**2.2.1 Brand Name Declaration**

The Applicant hereby declares his intent to cover the following brand names and shades under the VCSSLSP.

<i>Paint Categories</i>	<i>Tick*</i>	<i>Brand</i>	<i>Tick*</i>	<i>Shades</i>	<i>Tick*</i>
<b>A</b> Enamel Paints					
<b>B</b> Water Emulsions					
<b>C</b> Distempers					
<b>D</b> Wood Coatings					
<b>E</b> Varnishes					
<b>F</b> Lacquers					
<b>G</b> Stains					
<b>H</b> Glazes					
<b>I</b> Primers or Coatings					
<b>J</b> Others( Specify)					

\* Tick the ones, opted for certification under the provisions for Lead Safe Paint Certification Scheme.

Note 1: The paint manufacturer may market a single category under different brands and within each category/brand of paint of different shades may be manufactured by paint manufacturer, however not all may be meeting the certification criteria as described in this document.

Note 2: Lead Content – The Lead Safe paint shall have maximum lead content of 90 PPM. The information with respect to test method to be used for estimation of lead content in paint is detailed in Annex 1.

**3.0 Rights and Duties of the Applicant / Certified organization**

The applicant/ certified organization shall commit to fulfill continually the requirements of certification set by WOODCERT for the scope for which certification has been granted including adapting changes in requirements for certification as and when communicated

- (a) When requested the applicant / certified organization shall cooperate with WOODCERT in the fulfillment of the requirements for certification. This shall apply to all locations included in the certification
- (b) The applicant / certified organization shall provide access to information, documents and records as necessary for granting certification and maintaining certification
- (c) Certified organization shall allow the personnel from the accreditation body (e.g. QCI) access to their sites and shall provide access to information, documents and records when requested by WOODCERT
- (d) The certified client shall claim certification only with respect to the scope for which certification has been granted

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- (e) The certified organization shall not use its certification in such a manner as to bring WOODCERT into disrepute
- (f) The applicant / certified organization shall pay fees as determined by WOODCERT
- (g) The applicant / certified organization shall inform without delay any significant changes relevant to the certification in respect of its status or its operation related
  - i) Its legal, commercial or ownership status
  - ii) The organization, top management & key personnel
  - iii) Resources and premises
  - iv) Scope of certification
- (h) Other such matters that might affect the ability of the certified organization to fulfill requirements of certification
- (i) The applicant/certified organisation shall comply with all the requirements, restrictions or use of WOODCERT's name and Certification Mark and on the ways of referring to the certificate granted. Refer **PD-03 Rules for use of WOODCERT Logo Certificate**
- (j) Clients have the right to appeal, complaint to/against WOODCERT for valid issues as defined in the public document.
- (k) Client has the right to information on applicable fees and charges.
- (l) The Client agrees to fulfil the requirements and provisioning for Special, surprise and short notice visits as required by specific applicable scheme refer **PCP-23 RMC Protocol** and **PCP-24 VCSLSP Protocol**.
- (m) The Client agrees to fulfil the requirements and provisions of **PD-02 Rules for Use of the RMC Plant Certification Mark Logo** and also relevant provisions of section 14 of **PCP-23 RMC Protocol**. Similarly, as applicable for VCSLSP scheme the client agrees to fulfil the requirements and provisions of **PD-04 Rules for use of VCSLSP Certification Mark** and also relevant provisions of clause 3.0 of **PCP-24 of VCSLSP Protocol**. The same are publically available on our web site ([http://woodcert.com/VCSLSP\\_documents.html](http://woodcert.com/VCSLSP_documents.html))

**4.0 Obligations of WOODCERT**

- (a) WOODCERT shall make publicly available information about the status of certification that it has granted the certified organization. The information shall be updated regularly. The information shall include the all information as applicable to the scheme's requirement.
- (b) WOODCERT shall give due notice of any changes to its requirements for certification. It shall take into account the views expressed by interested parties before deciding on the precise form and the effective date of the changes. Following a decision on, and publication of, the changed requirements it shall verify that each certified client carries out necessary adjustments

**5.0. GENERAL TERMS AND CONDITION**

**(a) Termination-** The client and WOODCERT shall have the right to terminate this agreement at any time giving 30 days of written notice of such termination. The client shall, in case of termination, reimburse to WOODCERT all the dues up to date of termination. WOODCERT, shall charge a termination fee of 15% of the value of the agreement and this is in addition to the dues that are payable to WOODCERT. All reimbursable are payable at the end of said 30 days period.

**(b) Confidentiality-** WOODCERT shall not disclose any, except for information that client makes publicly available about the client or individual to a third-party excluding accreditation board, without the written consent of the client or the individual concerned. If WOODCERT is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided.

Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) shall be treated as confidential.

**(c) Force majeure-** Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an act of war, natural disaster, fire, explosion, labor dispute or any other event beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. The party affected shall notify the other party in writing of the causes and expected duration immediately after the occurrence of any such event.

**(d) Law & disputes-**The agreement for certification between WOODCERT and client shall be governed by prevailing law in India. Any dispute arising in connection with the agreement, which cannot be settled by private negotiations between the parties, shall be referred to arbitration as per the Indian Arbitration and Conciliation Act, 1996 subject to Delhi jurisdiction. The decision of the arbitration shall be binding for the both parties

**(e) Access to the client site:** The client, at the request of WOODCERT, shall permit access to their sites and records for WOODCERT's auditors and authorized personnel on behalf of the accreditation body to which WOODCERT is accredited. The same shall be communicated to the client in advance.

**(f) Agreement Period:** This agreement comes to force on and remains in the force until the expiry of the certificate, unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

**(g) Liability:** WOODCERT' shall not be liable to organisation, to any customer of organisation or to any other person for injury, damage, financial loss, loss of profits or any other impact resulting directly or indirectly from purchase, manufacture, sale, use, lease or any other use of certified products/ processes/ services resulting directly or indirectly from certification assessment and/or auditing processes, expected results and/or WOODCERT's activities or in-activities during the validity of this agreement and organisations certificate.

**(h) Appeal, complaints and disputes** refer to publicly available procedure PCP-20 Procedure for Resolution of Complaints and Appeals on website <http://woodcert.com/documents.html>

**Signed by Authorized Representatives of WOODCERT and the Client Organization**

**For WOOD CERTIFICATION PRIVATE LIMITED**

**For the client:** .....

Date: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal

Company Seal