



General Conditions of Certification

Leadership & Sustainability

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General Conditions of Certification

Article 1: Contractual Framework

The agreement between Leadership & Sustainability and the companies requesting or holding one or more certification(s), henceforth referred to as "Companies," is made up of these General Terms and the Specific Terms and is referred to as a "proposal" until the specific terms are signed. Any other document will be superseded by this contract. It commences when the two parties sign the certification/evaluation proposal and ends when the certificate expires (s). If the Company does not receive its certificate(s) after required years of procedures, the contract is lawfully terminated, and the Company is not entitled to any compensation. If the Offeree accepts Leadership & Sustainability's proposal for a renewal audit, a new certification contract will be developed, leading to the fulfilment of new terms. The Company must then authorize the renewal audit of the required timeline before the certificate's expiration date to allow sufficient time, if necessary, to adopt corrective actions in accordance with the frame(s) of reference.

Article 2: Purpose

The Company requests that Leadership & Sustainability if accepted, proceed with the assessment of the company's management system and/or, in the context of service certification, assess the service in question to deliver the possible certificate(s) based on the related scheme/ standards. If the scheme/ standards of reference necessitate the use of a guide for a specific business area, Leadership & Sustainability will provide the Company with that "application guide" for the selected scheme/ standards in the specific terms, the selection of the relevant scheme and its versions is provided.

Article 3: Responsibilities of Leadership & Sustainability

Article 3.1: Audit

Leadership & Sustainability agrees to use competent auditors and implement appropriate means to assess the management system adopted by the Company, and/or department that must be in compliance with the selected scheme, according to the Specific Terms signed; conduct 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). The audit conditions are subject to notification to the Company by Leadership & Sustainability.

Article 3.2: Certification

At the end of the audit, and if considered satisfactory, Leadership & Sustainability issues the Company one or more certificates in electronic format attesting to compliance with the standard (s). The validity of the certificates can also be checked via the website which serves as definite evidence of the organization's certification. The certificates only cover the activities and sites listed in the special conditions and validated during the assessment. The certificates and audit reports

created by Leadership & Sustainability, regardless of their medium, are issued in a standard format that Leadership & Sustainability reserves the right to change at any time.

Leadership & Sustainability holds the right to add or remove any insertions and/or distinguishing marks on certificates at any time. Certificates may include, upon written request by the Company and subject to Leadership & Sustainability's agreement, Marks of Identification (information about mutual recognition agreements, approval, accreditations, respective trademarks, and logos, etc.). Any refusal on the aspect of Leadership & Sustainability to grant such a request does not entitle the Company to compensation. Certificates are still the property of Leadership & Sustainability and may not be transferred or altered in any way. Certificates are issued for required years (mostly three) and are renewable for required years (mostly three) in a row unless a law or regulation changes to the contrary.

Certification Agreement

L&S has a legally enforceable agreement that can be signed by L&S and the client, for the provision of certification activities to its clients. Certification agreements consider the responsibilities of L&S and its clients. L&S ensures its certification agreement requires that the client comply at least with the following:

- the client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the certification body.
- if the certification applies to ongoing production, the certified product continues to fulfil the product requirements.
- the client makes all necessary arrangements for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors
 - the conduct of the evaluation and surveillance (if required), including provision for.
 - investigation of complaints.
 - the participation of observers, if applicable.
- the client makes claims regarding certification consistent with the scope of the certification.
- the client does not use its product certification in such a manner as to bring L&S into disrepute and does not make any statement regarding its product certification that L&S may consider misleading or unauthorized.
- upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g., the return of certification documents) and takes any other required measure.
- 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.
- in referring to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of L&S or as specified by the certification scheme.
- the client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.

- the client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to L&S when requested, and affect compliance with the requirements for certification
 - takes appropriate action with respect to such complaints and any deficiencies found in products that documents the actions taken.
- the client informs L&S, without delay, of changes that may affect its ability to conform with the certification requirements. Examples of changes can include the following:
 - 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

The agreement includes two documents- proposal and general condition of certificate. If the certification applies to ongoing production, the certified product continues fulfilling the product requirements. Certification agreements between L&S and its clients shall be in the form of legally enforceable written contracts and shall be signed prior to commencement of the initial audit.

Article 3.3: Claims

If a company disagrees with one of the Leadership & Sustainability decisions, it may appeal to the General Management of Leadership & Sustainability in the first instance. In the latter case, the Company must bring the matter to the representative of the Leadership & Sustainability Evaluation and Impartiality Committee. No appeal against a decision may result in the suspension of that decision by Leadership & Sustainability.

Article 3.4: Trademark Regulations

Leadership & Sustainability delivers to the Company the general rules and logo charter of use pertaining to the terms of use of the concerned logo for certification.

Article 4: Responsibilities of the Company

If the Offeree accepts Leadership & Sustainability's proposal for a renewal audit, a new certification contract will be developed, leading to the fulfilment of new terms. The Company must then authorize the renewal audit of the required timeline before the certificate's expiration date to allow sufficient time, if necessary, to adopt corrective actions in accordance with the frame(s) of reference.

Article 4.1: Audit-Related Obligations

4.1.1 General Requirements for a Distance Audit

The Company agrees to assist Leadership & Sustainability in facilitating the work of inspection of compliance with freely accepted certification rules, as well as to pay amounts owed to Leadership & Sustainability. According to the company, it complies with all legal requirements that specifically require the Company to:

- Provide Leadership & Sustainability or its authorized representatives with all required work documents, specifically those used by the Company, in enough time to allow the Leadership & Sustainability's work,
- Offer Leadership & Sustainability with access to the inspection site as well as any equipment required for its audits, and ensure that all health and safety requirements are met for all personnel sent by Leadership & Sustainability,
- Take all required measures to help the proper performance of the Leadership & Sustainability's audits,
- Agree, upon Leadership & Sustainability's proposal, to the attendance of a silent observer and/or a technical expert as long as his/her attendance is required by or through the certification rules or licenses to operate related to the certification scheme or is deemed necessary by Leadership & Sustainability to fulfil the client certification process or contribute to the client certification process. These individuals will maintain the same level of confidentiality as audit team members,
- Sign and return notifications sent by Leadership & Sustainability prior to any audit within the timeframes specified, if no response is received within such time, the Company will be deemed to agree to the terms contained in the aforementioned notifications,
- As needed, sends L&S a duly motivated request to confront any auditor by a written request with acknowledgment of receipt within one day of receiving the audit notification,
- The Company agrees to provide accurate, truthful, and complete information to Leadership & Sustainability and to disclose any information that may have an impact on the certification process. More specifically, the Company must inform Leadership & Sustainability of the previous certification and/or assessment processes it has participated in, as well as the outcomes of those processes,
- Focus on providing, as required, Leadership & Sustainability with the name(s) of the organization(s) that provide or have provided advisory or similar services,
- Communicate, as appropriate, the level of actual integration of the common management system to multiple standards, with this level of integration affecting audit cycle certification.

4.1.2 Specific Conditions for a Distance Audit

- If the certification scheme according to the standard chosen by the Company allows it, and subject to validating the choice of this option in the specific conditions,
- If the Company opts for the multitasking communication tools offered by Leadership & Sustainability, it agrees to strictly follow the rules of use of the platform dedicated to this purpose,
- In all cases, the Party accountable for maintaining the solution's implementation possesses the security obligation of multitasking communication tools and the protection of data exchanged in the context of distance audits.
- The mentioned Entity therefore irrevocably performs, both on its own behalf and on behalf of any person who works for him directly or indirectly, whether its own staff or its service providers and to whom it answers, to make every effort to ensure that this obligation of security and confidentiality, which presides necessarily over these remote exchanges, is always met.

Article 4.2: Obligations related to the Certification

In relation to the certifications provided by Leadership & Sustainability under credential, the Company hereby accepts any change in the cycle and certification process caused by an update in the certification cycle and/or the certification rules, and it acknowledges that failure to comply in this regard shall be considered to be a rejection of the chosen certification scheme and would If necessary, such evolution or update will be subject to an additional estimate to be validated by the Company.

Article 4.2.1: The Certification Cycle

During the initial certification cycle of a management system, the Company agrees to authorize an initial certification audit in two stages on site. If, at the Company's request specified in the certification contract, Stage 2 is conducted immediately after Stage 1, the Company accepts that it will not be able to use the results of the Stage 1 audit to prepare for the Stage 2 audit. If Leadership & Sustainability detects any serious issues that could lead to deviations during the Stage 2 audit, the Company may decide unilaterally whether to keep the Stage 2 audit date. The Company has also been informed that the Stage 1 certification audit results may result in the cancellation or postponement of the certification audit.

When it comes to renewing a system management certification, an on-site audit is required, which may include two stages if significant changes are made to the system. During the validity period of the certificate(s), required follow-up audits are performed once a calendar year. The first follow-up audit of a management system's initial certification cycle must be scheduled within 12 months of the certification decision date. The Company will bear the costs of follow-up and additional audits.

The company offers necessary responses at the request of Leadership & Sustainability in the aftermath of a complaint or other external event affecting certification and complies with the requirements of standard during the validity period of the certificate(s). Any audit report, certificate, and certification document written by Leadership & Sustainability in the certification procedure may be used by the Company under his own responsibility and in its entirety.

It is the responsibility of Leadership & Sustainability to consider that if the company has not completed the audit of certification renewal or if it is unable to verify the implementation of corrections and corrective action for any major non-compliance before the expiration date of the certification, then certification renewal is not recommended, and the validity of the certification is not extended.

If the company is unable to verify the implementation of corrections and corrective actions for any major non-compliance within the required timeframe then beginning with the last day of the conducted audit, in the certification audit on-site initial, which follows the expiration of the certification, in certification renewal, it must repeat the audit before recommending the certification.

If the Company fails to meet the contractual obligation, Leadership & Sustainability will, based on new information, redefine the conditions for conducting the audit, or, if necessary, implement the termination provision.

Article 4.2.2: Exceptional Circumstance Audit

When Leadership & Sustainability receives information indicating that the Company has failed to meet its contractual obligations, an exceptional circumstance audit may be initiated. In such a case, the Company is unable to challenge any auditor.

Article 4.3: Obligation to Provide Information

The Company shall notify Leadership & Sustainability if any of the businesses to be certified is (are) subject to legal or regulatory provisions, with compliance with such provisions being solely the Company's responsibility. If the Company uses the certification to secure a reduction in legal or regulatory inspections from Public Authorities or to secure approval as part of a legal or regulatory procedure, the Company must promptly notify them if the certificate(s) is suspended or withdrawn.

The Company shall promptly notify Leadership & Sustainability of any significant change, including the Company's identity, staff numbers, organization, business, management system (scope, level of integration when it is common to multiple standards), services, people with decision-making power or their representative (s).

Article 4.4: Use of the Logo and Reference to the Certification

During the validity of its certificate(s), the Company agrees not to refer to its certification and affix the logos associated with it, including on its website, except in accordance with the provisions of the Rules of the trademark charter of use. Without the express prior permission of Leadership & Sustainability, the Company may also link the trademark(s) on its website directly to the website.

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 agrees to remove any mentions of the certificate(s) and trademarks) from any documents and commercial material as soon as possible, and to stop using its certificate and any reference to the certification. A complete list of technical documents and commercial material used by the company is recorded and stored for Leadership & Sustainability, who may request it.

Article 5: Confidentiality

Leadership & Sustainability is responsible for making public information about the Company's certification availability. In particular, the Company authorizes Leadership & Sustainability to disclose any information appearing on the certificate(s) and to mention the said information permanently on its website, including in the directory of certified Companies and/or in the directory (ies) promoting the services subscribed by the Company, in case of certification under the Service, logo, during the validity of its certificate(s), and when applicable on standards owners' databases. Professional secrecy is required for all auditors, whether employed or subcontracted, silent observers, and anyone else involved in the certification process. Furthermore, without the Company's prior and explicit consent, Leadership & Sustainability agrees not to divulge, even in part, any information that it may become aware of during the performance of the contract to any other person. If information must be released to third parties by law, the Company is notified of the information provided by Leadership & Sustainability within the legal parameters.

Article 6: Fees and Terms of Payment

Article 6.1: Fees

The amount due to Leadership & Sustainability is specified in the offer's specific terms. Leadership & Sustainability has the right to increase or decrease its prices on a yearly basis. If the certificate-issuing procedure is discontinued for any reason, money for work done or commenced by Leadership & Sustainability will be payable to Leadership & Sustainability or will remain its property. If the Company unilaterally postpones or cancels an audit after accepting the completion dates for the audit, Leadership & Sustainability reserves the right to charge the Company a deposited amount of the fee that would have been charged had the audit been conducted.

Article 6.2: Payment Terms

Invoices for the initial certification will be issued as follows:

- Upon signature of the proposal, an invoice for a deposit of 30% of the cost, all taxes included, and the remainder upon the conclusion of the audit.
- Leadership & Sustainability will provide invoices at the end of each audit for annual surveillance and renewal audits.
- Leadership & Sustainability will issue invoices that specify payment terms and are payable in euros/dollars via check or wire transfer.

Article 6.3: International Banking Taxes and Charges

Any direct and indirect national taxes and/or duties resulting from services performed outside of Leadership & Sustainability's national territory shall be paid to the authorities and/or the appropriate local authority, and the Company shall undertake to provide, upon request from Leadership & Sustainability, any necessary documents evidencing payment of such taxes and/or duties. The Company will also be responsible for all bank charges, exchange risks, and conversion fees incurred because of this transaction.

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:

- At the company's request, particularly in the event of a reorganization preventing it from temporarily maintaining compliance with the standard(s).
- On Leadership & Sustainability's initiatives based 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).
- During the suspension period, the Company no longer appears in the directory of certified Companies available on the L&S website. It is informed that the certificate is suspended and specifies whether this suspension was initiated by the Company or by Leadership & Sustainability.
- Following notification by Leadership & Sustainability of the suspension of its certificate(s), the Company agrees not to issue commercial and/or technical material containing a mention of its certification, and not to mention it in any way.

- To lift the certificate suspension, Leadership & Sustainability must conduct a thorough audit of the management system and/or service, or a previously scheduled follow-up audit with the possibility of extending the duration.
- In the context of management system certification, if the Company fails to comply with any of the certification requirements within the scope of certification according to the standard's criteria, the certification scope may be reduced. If the scope of the certification is reduced, the Company agrees to change any public documents related to the certification.

Article 8: Termination

The certificate is withdrawn, and the contract is cancelled if the Company fails to take the necessary steps to lift the suspension. Furthermore, if one party breaches any other major commitment, the other party may request that the other party perform its obligations within one month of receiving written notice. If the notification is ineffective, the sending party may terminate the contract at any time by registered letter with acknowledgment of receipt, with a two-month notice period following receipt. The certificate will be withdrawn if the contract is terminated (s).

On termination of the contract, Leadership & Sustainability agrees to destroy any documents that are no longer needed by it and/or return any documents delivered to it to the Company upon request.

Article 9: Liability

Leadership & Sustainability commits to allocating all required resources to the delivery of its services. Except in the event of error or negligence, for which the Company is responsible for providing evidence, it will not be liable.

In that case, Leadership & Sustainability's liability to the Company for damages, consequences, costs, expenses, and other problems resulting from its professional liability shall not exceed fifteen times the value of the inspection day, regardless of the circumstances, extent, or magnitude of the loss. The Company is exclusively responsible for how it uses its certificate(s), which indicate an assessment but not the presence of a guarantee.

In the event of a disagreement with a third party, the Company agrees not to hold Leadership & Sustainability liable for the expected interpretation of the certificate's worth (s). The issuance of certificate(s) and/or any other document, regardless of medium, and any intervention by Leadership & Sustainability do not imply that the Company has, is, or will comply with law and/or regulation.

Similarly, the issuance of certificate(s) does not imply compliance with the requirements of regulations and/or laws, such as those issued by national or international bodies. Leadership & Sustainability determines whether to end the certificate suspension, extend the suspension, or withdraw the certificate entirely based on the results of the audit. The validity time of a certificate is not extended by a certificate suspension (s).

Article 10: Governing Law and Attribution of Jurisdiction

The Contract will be regulated and construed in line with applicable law. The Parties agree to try to seek an acceptable settlement in the event of a disagreement over the Contract's interpretation or performance.

General Conditions during the Pre-Audit Visit

Article 1: Contractual Framework

These general terms and the specific terms comprise the contract governing the relationship between Leadership & Sustainability and the entities benefiting or desiring to benefit from a pre-audit visit, hereafter referred to as "Companies." Any other document is superseded by this contract.

Article 2: Purpose

The objective of this contract is to describe the terms under which a company's pre-audit visit will be performed for the company to be certified according to a specified standard (s).

It should also be noted that this pre-audit visit does not constitute a thorough review of the requirements against the Company's chosen standard.

Article 3: Obligations of Leadership & Sustainability

An on-site pre-audit visit includes:

- A survey of the premises and workshops, as well as an assessment of its implementation and appropriation by staff,
- An opening and presentation meeting,
- A study and analysis of provisions through papers relating to the management system,
- Auditor's initial comments on the summary meeting and oral conclusions,
- The report published by Leadership & Sustainability in the days following the conclusion of the on-site pre-audit visit is based on the responses provided by the Company on the date of Leadership & Sustainability's evaluation,
- As a result, the pre-audit visit, which is based on information provided by the Company to the auditor, has no bearing on the outcome of an in-depth audit for certification or a certificate.
- An audit report is a paper document that is issued in accordance with a specified format that can be amended at any time by Leadership & Sustainability.
- Leadership & Sustainability maintains the right to add or remove any mention(s) and/or distinguishing sign(s) affixed to the abovementioned report at any time.

L&S maintains records of employees managing or performing verification/certification activities, including credentials, training, and competence, monitoring results, experience, professional status, and professional connections.

Article 4: Obligations of the Company

The Company agrees to collaborate with Leadership & Sustainability to facilitate the pre-audit visit work and to pay Leadership & Sustainability any costs outstanding.

According to the company, all legal requirements are met. It means that the Company must provide Leadership & Sustainability with all required work documents, particularly those used by the Company; provide Leadership & Sustainability with access to the inspection site as well as any equipment required for the pre-audit visit; take all necessary measures to aid in the proper performance of the pre-audit visit; and give accurate, truthful and complete information to Leadership & Sustainability and disclose any information of any kind that has an impact on the assessment process. More specifically, the Company shall inform Leadership & Sustainability of the previous certification and/or assessment processes it engaged in and their outcomes.

Article 5: Confidentiality

Without the Company's explicit and written approval, Leadership & Sustainability agrees not to divulge, even in part, any information that it may become aware of during the performance of the contract to any other person. A responsibility of confidentiality binds any silent observer.

If the Company is legally obligated to disclose information to third parties, Leadership & Sustainability informs the Company of the information provided within the legal restrictions.

Except for strictly technical information contained in its audit report, Leadership & Sustainability is allowed to share any information it has about the company with company members.

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

The amount due to Leadership & Sustainability is specified in the offer's specific terms. This cost is set and includes the service (off-site preparation of the pre-audit visit, visit, documents, and report).

Travel and lodging expenses incurred during the pre-audit visit are not included in the quoted price (based on justification). If the Company cancels a pre-audit visit before the visit begins and has previously agreed to the dates, Leadership & Sustainability reserves the right to charge the Company the deposited amount that would have been charged if the pre-audit visit had taken place.

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

Leadership & Sustainability will issue invoices that specify payment terms and are payable in euros/dollars via check or wire transfer. Any direct and indirect national taxes and/or duties resulting from services performed outside of Leadership & Sustainability's national territory shall be paid to the authorities and/or the appropriate local authority, and the Company shall undertake to provide, upon request from Leadership & Sustainability, any necessary documents evidencing payment of such taxes and/or duties. The Company will also be responsible for all bank charges, exchange risks, and conversion fees incurred because of this transaction.

Article 8: Liability Limitation

Whatever the circumstances, nature, and significance of the loss, Leadership & Sustainability's obligation to the Company for damages, losses, costs, expenses, and other losses suffered where its professional liability is involved shall not exceed fifteen times the amount of the pre-audit visit chosen by the Company.

The Company is completely responsible for how it uses its audit report, which indicates an assessment but not the presence of a guarantee.

In the event of a disagreement with a third party, the Company agrees not to include Leadership & Sustainability in the expected interpretation of the report's value.

The publication of an audit report and/or any other document in any format, as well as any Leadership & Sustainability action, does not imply that the Company has, is, or will comply with the law and/or regulation.

Similarly, the issuance of an audit report does not imply compliance with the requirements of regulations and/or laws, such as those issued by national or international organizations.

Article 9: Governing Law and Attribution of Jurisdiction

The Contract will be regulated and construed in line with applicable law. The Parties agree to try to seek an amicable solution in the case of a disagreement over the Contract's interpretation, formation, or performance.