7. **Fundamental Terms:**

7.1

The Organization hereby warrants and covenants with PCI that it will, at all times, during the subsistence of the Agreement comply with all certification body requirements necessary for the issuance of the Certificate of Registration including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate of Registration is issued or such other reasonable requirements of PCI as are necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with PCI's Accredited Quality System Certification Process.

7.1.1

As a mandatory requirement for continued validity of an Accredited Certificate of Registration, issued by PCI, the Organization, hereby, agrees to its certification or surveillance audit scheduled by PCI, to be witnessed by PCI's Accreditation bodies who’s Auditors may accompany PCI audit team as and when required.

7.2

The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to PCI for the purposes of this Agreement.

7.3

The organization shall ensure that the information provided to PCI by the organization, relevant to its Quality /Environmental/OHSAS/ **Food Safety** management system is kept updated and it shall promptly notify PCI of any intended change in its Management system which would significantly affect the effective implementation of its Quality/ Environmental/ OHSAS/ **Food Safety** management system. Such as contact address and multiple sites/single location, legal status, scope of operations, organizational structural changes (Managerial decision making or technical staff).

7.4

In the event of any significant change affecting the activity and operation of the organization, PCI may require to conduct a reassessment for further validity of the certification.

7.5

Clients shall conform to the requirements of PCI when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents,

7.6

The clients shall not make or permit any misleading statement regarding its certification.

7.7

The clients shall not use or permit the use of certification document in a misleading manner.

7.8
Upon suspense and withdrawal of certification, the client shall discontinue its use of all advertising matter that contains reference to certification and directed by PCI.

7.9
Clients shall amend all advertising matters when the particular scope sector of certification has been reduced.

7.10
Client shall 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 (including service) or process,

7.11
Client shall not advertise that the certification applies to activities that are outside the scope of certification.

7.12
Client shall not use the certification in a manner that brings the certification and certification system into loss of public trust.

7.13
PCI exercise proper conflict of communication and shall take action to deal with incorrect to certification status or misleading use of certificate document makes and audit report.

7.14
In addition to all the above mentioned precautions to be considered, the client organization shall receive the Logo rules and regulations(PCI WI F05-20) with the certificate upon granting decision and the client organization shall consider also all of its instructions.

7.15
The organization shall fully inform PCI, at the time of surveillance or recertification, of any findings by third-parties which are relevant to its Quality /Environmental/OHSAS/ Food Safety.

8. **Liability:**

8.1
Except, in the case of deliberate neglect on the part of PCI, its employees, servants or agents, PCI shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its assessment, certification or other services.

8.2
In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise PCI liability will be limited to an amount not exceeding the maximum fee (if any) charged by PCI for the particular service in respect of which the

neglect arose. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then the said restriction shall apply with such words deleted or amended or added.

8.3
The provision of this clause shall not apply to any death or personal injury but the Organization shall maintain at all time adequate insurance sufficient to cover all liability that may arise as a result of any matter done pursuant to this Agreement.

9. **Indemnity:**

9.1
The Organization shall fully and effectually indemnify PCI against all costs, claims, actions and demands arising from:

a. The services provided by PCI save to the extent only that such claims arise from the neglect of PCI, its employees or agents.
b. The use or misuse by the Organization of any certificate, license mark of conformity provided by PCI in accordance with this Agreement.
c. Any breach of this Agreement.

10. **Force Majeure:**
PCI shall not be liable in any respect, should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

11. **Confidentiality:**
Except as may be required by Law, PCI and the Organization will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.
PCI will inform the client, in advance, of any information that PCI intends to place in the public domain.
When PCI is required by low or authorized by contractual arrangements to release confidential information, the client or concerned individual shall, unless prohibited by the low, be notified of the information provided.

12. **Disputes:**
Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by PCI for its services shall be dealt with in accordance with the Appeals & Complaints procedures incorporated in the PCI's Accredited Quality & Environmental/ OHSAS/ **Food Safety** Systems Certification Scheme Regulations.

13. **Recommendations for Certification**
a) Major Non-Conformity (Category 'A'): A major non-compliance relates to the absence of a required procedure or the total breakdown in the implementation of a procedure. A number of minor non-compliances listed

against the same clause represents a total breakdown of a system and thus collectively constitute a major non-compliance. Correction and corrective actions are to be closed within 90 days and verified either by desktop review or where appropriate during an additional follow up visit, agreed with the client.

b) Where the audit has revealed only minor non conformities (Category 'B') which need to be addressed through corrective actions, the certification may be recommended subject to the CAP (Corrective Action Plan) being submitted by the company within 2 weeks together with objective evidences of the corrective actions taken. The corrective actions plan is required to be closed out upon physical verification of the satisfactory implementation at the first subsequent audit.

c) In the case of where "opportunities for improvement: (Category 'C') having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit.

Signed	**Signed**
Chief Executive	
	Name:
	Designation ____________________
On and on behalf of PCI	**for and on behalf of the Organization**
Company Seal	**Company Seal**