

CCL-EN_8-0	Terms and Conditions of Certification	Version_02
Date: 01.01.2025		Revision date: 17.09.2025

1. Certification Scheme

To acquire and maintain certification, all applicants and clients must comply with the scheme regulations, including providing all necessary information via the appropriate initial inquiry form. CERES Certifications Ltd. will manage the certification process with transparency and impartiality, ensuring no discrimination based on size, business type, financial standing, or political background. CERES Certifications Ltd. is responsible for all stages of certification, including document reviews, system audits, surveillance audits, and re-audits. After the initial audit, clients will be informed of results, and if non-compliant, specific areas requiring improvement will be communicated. Clients must implement corrective actions within a specified timeframe, which will be reviewed by CERES Certifications Ltd. to determine certification eligibility. Certified clients may offer feedback on terms and conditions, and any updates to these terms will be communicated in advance if they affect client responsibilities. Clients must designate a representative to liaise with CERES Certifications Ltd. and ensure compliance. Additionally, clients must grant reasonable access to CERES Certifications Ltd's evaluators, accreditation representatives, or trainees during audits and surveillance activities.

2. Initial Audit for Certification

The initial audit will evaluate the applicant's procedures and compliance with the following:

- Internationally recognized management certification schemes,
- Management system standards,
- Relevant legislation and directives,
- Sector-specific scheme documentation.

3. Certification

Upon successful completion of the initial audit, if the applicant's systems are found to meet the standard requirements as determined by the approved scheme management

Surveillance audits will be conducted annually or semi-annually, as specified. However, additional visits may be scheduled at the discretion of CERES Certifications Ltd.'s Scheme Managers.

The certificate of registration remains valid for three years from the date of issuance or recertification, provided the client continues to meet the certification requirements outlined in the terms and conditions.

CERES Certifications Ltd. reserves the right to conduct unscheduled audits of certified clients to address complaints, assess changes, or follow up on suspended certifications. In such cases, the assignment of the audit team will be carefully considered to ensure impartiality.

The certificate remains the property of CERES Certifications Ltd. and must be returned upon request.

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Clients are required to maintain a log of all customer complaints related to their certified activities. These records, along with details of corrective actions taken, must be made available for review during CERES Certifications Ltd.'s audits.

4. Extending Certification

Clients wishing to expand the scope of their certification to include additional management systems, processes, services, or locations must submit a written application to CERES Certifications Ltd. The Quality Team will evaluate the proposed extension and determine the necessary audits to facilitate the process.

5. Publicity by Certificate Holders

Clients are permitted to promote the certification of their management system, process, or service by CERES Certifications Ltd. and may use the certification mark in promotional materials related to the certified scope.

However, clients must ensure accuracy in their publications and advertisements to avoid creating any misunderstanding about the scope of the certification. This includes ensuring that the distinction between certified and non-certified areas or services is clear to prevent misleading the market.

Additionally, clients must not make any statements or claims that could mislead purchasers into believing that a management system, process, service, site, or organization is certified if it falls outside the scope of the certification. The certified client shall follow requirements (CCL-EN_4-0_P Procedure for Use of Logo) of certification body while making any claim or statement for any purpose.

6. Publicity by CERES Certifications Ltd.

CERES Certifications Ltd. reserves the right to disclose non-confidential information about a client's certified system to the public.

7. Confidentiality

CERES Certifications Ltd. is committed to ensuring that its employees and contractors maintain the confidentiality of all sensitive information encountered during their work with clients. Likewise, the client is responsible for safeguarding the confidentiality of all commercial terms and conditions agreed upon with CERES Certifications Ltd. for certification services.

No confidential information regarding a specific client or individual will be shared with any third party without the explicit written consent of the client or individual concerned.

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CERES is obliged to share information upon certified client's request such as its geographical location, certification status, scope etc.

In cases where CERES Certifications Ltd. is legally required to disclose confidential information to a third party, the client or individual will be notified in advance, unless otherwise mandated by law.

When confidential information is shared with external parties, such as accreditation bodies, agreement groups, or peer audit schemes, appropriate measures will be taken to ensure that the information remains confidential during their access and review.

8. Misuse of a Certificate

CERES Certifications Ltd. will take appropriate measures to ensure that certificates issued to certified clients are used responsibly. Any incorrect references or misleading use of CERES Certifications Ltd.'s certificates in advertising, catalogs, or other promotional materials will be addressed through suitable actions, which may include legal or corrective measures. Misuse or violations may be made public as deemed necessary.

Clients are encouraged to immediately report any unauthorized use or misuse of CERES Certifications Ltd.'s marks to the contact person. The source of such reports will be treated with confidentiality and discretion.

9. Suspension of Certification

The certification related to a specific scope of business-such as a Management System, processes, services, location, or the entire organization-may be temporarily suspended. The suspension typically does not exceed six months and may occur for various reasons, including:

- Non-compliance with required standards identified during routine surveillance or recertification audits, where immediate cancellation is not warranted.
- Misuse of the certificate, such as deceptive promotional materials or advertisements, which remains unresolved despite addressing the issue with the client.
- A client-initiated request for suspension.
- Violation of certification terms and conditions.
- Failure to address corrective action requests (CARs) within the specified timeframe.
- Postponement of surveillance or re-auditing sessions exceeding two months beyond the scheduled date.
- Payment issue.

During the suspension period, the client must not represent themselves as certified by CERES Certifications Ltd. for the affected Management System, processes, or services.

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The Scheme Manager will issue a formal notice of suspension to the client, detailing the conditions required for lifting the suspension.

After the suspension period, an assessment will be conducted to determine if the client has met the necessary requirements to restore their certification.

If the conditions are met, the client will be notified of the reactivation of their certification status.

If the client fails to fulfill the reinstatement conditions, their certificate will be revoked.

All costs incurred by CERES Certifications Ltd. in the suspension and reactivation process will be billed to the client.

10. Withdrawal / Cancellation of Certificate

If the client fails to address the issues that led to certification suspension within the designated timeframe set by CERES Certifications Ltd., the certification may be withdrawn or its scope reduced. Certificate withdrawal or scope reduction may occur under the following circumstances:

- Discovery of severe non-compliance issues during the audit.
- A delay of more than four months in completing the surveillance or re-audit beyond the scheduled date.
- Failure to meet financial obligations and settle outstanding payments.
- Failure to take appropriate corrective actions during the suspension period.
- Engagement in activities that undermine the integrity of CERES Certifications Ltd.'s certification scheme.

In such cases, CERES Certifications Ltd. has the right to withdraw the certificate and will notify the client accordingly. However, the client retains the right to appeal the decision.

Certificates will be canceled under the following conditions:

- If the client decides to no longer pursue certification within the scheme.
- If the management system, process, or service is discontinued and no longer provided.
- If the client ceases business operations for any reason.

11. Corrective Actions

When a report of certificate misuse is received, CERES Certifications Ltd. will initiate an investigation. If the misuse is confirmed, the certificate holder will be responsible for covering the costs associated with the investigation.

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CERES Certifications Ltd. will assess the scope and nature of the misuse and determine the corrective actions required to address the issue.

12. Complaints Handling Process

Clients wishing to lodge a complaint regarding the conduct of CERES Certifications Ltd. staff should submit their concerns in writing to the appropriate Scheme Manager at CERES Certifications Ltd. If the complaint involves the Scheme Manager, it should be directed to the responsible board director at CERES Certifications Ltd.

Complaints received from stakeholders regarding the activities of a certified client will be forwarded to the concerned client for action. CERES Certifications Ltd. will thoroughly investigate such complaints in line with its established complaints-handling procedures.

All complaints will be documented and evaluated to determine their validity. If warranted, corrective and preventive actions will be taken. The entire process will be conducted with strict confidentiality.

CERES Certifications Ltd. will work with the client and the complainant to decide whether the issue and its resolution should be made public, and if so, to what extent.

13. Appeals Procedure

Clients have the right to contest any decision by CERES Certifications Ltd. regarding the suspension, reduction in scope, or withdrawal of certification. To initiate an appeal, the client must submit a written request to the relevant Scheme Manager at CERES Certifications Ltd. within 14 days of receiving the notification of non-compliance with certification requirements.

CERES Certifications Ltd. is required to make the suspension status of the certification publicly accessible.

If a client believes that specific members of CERES Certifications Ltd.'s management involved in the appeals process may lack impartiality, they have the right to request their exclusion from the proceedings. Appellants may also choose to present their case in person, bearing any associated expenses.

The Supervisory Board's decision on the appeal is final and binding for both the client and CERES Certifications Ltd. Once the decision is made, no further claims can be raised to modify or reverse it. Appeals will be resolved within four months of their submission.

If the appeal is successful and certification is reinstated or granted, reimbursement of appeal-related costs will be at the discretion of CERES Certifications Ltd.'s top management.

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The submission, investigation, and resolution of appeals will be conducted without any form of discrimination or retaliation against the appellant.

14. Fees

CERES Certifications Ltd. reserves the right to establish fees, periodically reviewed and adjusted to reflect the costs associated with operating, managing, and improving its services over the long term. The detailed fee structures and commercial terms will be specified in service contracts or agreements between CERES Certifications Ltd. and its clients.

15. Notification of Changes

Clients must promptly inform CERES Certifications Ltd. of any developments that could affect their system's ability to comply with certification standards. Such changes include legal, commercial, organizational, or ownership transitions, as well as alterations to key personnel in decision-making or technical roles. Updates must also cover changes in contact details, sites, business size and scope, and significant modifications to the management system or processes. Additionally, any changes made to the system since the last audit by CERES Certifications Ltd. must be disclosed. CERES Certifications Ltd. will ensure that all certified clients are informed of any updates to its certification requirements.

16. Disputes

Disputes that result in legal proceedings will be resolved in accordance with the laws of the applicable country.

17. Witness Assessment

During certification or surveillance audits, assessors from the Accreditation Body may attend as observers. Their role is strictly observational, and they will not participate in the audit process.

18. Special Visits

During the certification period, CERES Certifications Ltd., sometimes accompanied by Accreditation Body assessors, may conduct additional visits to the client's premises to verify specific certification requirements. These visits are typically brief, lasting 2-3 hours, and are conducted by CERES Certifications Ltd. representatives.

19. Disclaimer

All audit reports, documents, and certificates are the property of CERES Certifications Ltd. Clients may be required to return these materials upon request