

Rights and Obligations of the Prime C&I and Its Customer

1. The Certificate may only be awarded if the Customer complies with the requirements of respective standards.
2. In the event that the Customer fails to comply with the requirements after the Certificate award, “Prime C&I” shall be obliged to withdraw the Certificate.
3. The Prime C&I shall be obliged to notify the Customer of changes in certification procedures that have a direct influence upon it and shall be entitled and obliged to maintain and disclose a list of certified companies together with the area where the Certificate is valid.
4. Appeal against an act by “Prime C&I”
 - a) In a case that “Prime C&I ”:
 - Does not issue a Certificate to the Customer, even after fulfilling all the specified requirements;
 - Withdraws or declares void a Certificate,The Customer shall be entitled, within 30 days from the day of delivery of a notification of such a fact, to serve a notice of appeal against such act to the “Prime C&I ” Board of Directors. For the review of timeliness of filing an appeal, the imprint of a stamp of the post office that received the notice is definitive, not the date of its delivery.
 - b) In a case that the Customer does not invoke its right to appeal against the act by “Prime C&I” stated in a), it shall be considered that it agrees with that act.
 - c) The notice of appeal must be in writing and addressed to the Prime C&I. In the notice of appeal the Customer shall indicate the following:

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- denomination “appeal“
 - number and entering date of the Management System / Product Certification Agreement
 - act of “Prime C&I ” that it appeals against
 - reasons why it considers the act by “Prime C&I ” to be incorrect
- d) “Prime C&I ” Board of Directors shall be obliged to consider each appeal served by the Customer directed to it, regardless of whether it contains all formal particulars stated in Clause c).
- e) In a case that the Customer serves a notice of appeal after the time limit stated in Clause a), the Board of Directors shall reject its appeal due to late submission. In serious cases deserving special consideration the Board of Directors shall be entitled to ignore the fact that notice of appeal was not served on time.
- f) The Customer shall be informed about its appeal in writing not later than 30 days from the day of delivery of the appeal to “Prime C&I”. In the event that “Prime C&I ” Board of Directors does not make a decision regarding the appeal within this period of time and does not send the decision on the appeal to the Customer , it shall be considered that the appeal of the Customer was “satisfied.”
5. The Certificate shall become valid on the day of its issue and shall remain valid for 3 years. In order to keep the Certificate valid during the three years, it is necessary to carry out the first and the second Surveillance Audit of the Customer at the time specified herein and with a result justifying validity of the Certificate. In justified cases “Prime C&I” may order a short-notice surveillance audit.

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6. Minimum 2 weeks before audit, the Customer shall be obliged to send to Prime C&I all documents related to the management system, which are requested by Prime C&I (e.g. quality manual, other documented procedures, register of environmental aspects, risks analysis, management system review report, etc.).
7. Before the Certification Audit the Customer shall be obliged to carry out a complete internal audit of the company (all management system processes must be audited) and the management system review in the scope where the audit shall be carried out in compliance with respective certification standard.
8. The Customer shall be obliged to enable the team of auditors of Prime C&I to inspect the records regarding the area of validity of the management system, access to organizational divisions that the certification applies to and to provide all necessary cooperation that Prime C&I may ask for.
9. After Certificate award the Customer shall be obliged to inform Prime C&I about all substantial changes in organization structure, which can essentially influence the management system.
10. The Customer shall be obliged to record and document to the auditor during the audit all complains regarding the management system and their solutions.
11. For the purpose of “Prime C&I” accreditation, the Customer agrees that in case of need it will cooperate in a witness assessment (i.e. participation of an accreditation body, “Prime C&I” representative, or a respective supervising authority at the Certification/Surveillance Audit) or enables accreditation body, within its supervision of “Prime C&I”, to examine the “Prime C&I” records about the Customer. For this purpose the Customer agrees with the publication of confidential information to the accreditation body. Publication of confidential information by the accreditation body is not considered to be the Agreement breach according to article VI of this Agreement.

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12. The Customer shall be obliged, after the awarding of the management system certificate, to comply with all requirements stated herein and in QP-11 & QP-11 Annex. A hereto, as well as with requirements arising from respective technical standards or determined during the audit conduction, and to immediately notify Prime C&I of the failure to comply with them (if any).

13. The requirements under point 12 are mainly:

- a) Specification, establishing and maintenance of the management system,
- b) Monitoring the whole management system led by an authorized person for the management system; this person is authorized to give to the Customer definite expert instructions,
- c) Internal audits conduction in all facilities of the Customer.

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