

Rights, Obligations, Client Conditions and WAU Liabilities

1. Purpose

This document defines the terms and conditions applicable to applicants and certified clients of WAU Certification Private Limited, including responsibilities of the client, rights and obligations of WAU, conditions for certification, use of mark, confidentiality, complaints, appeals, suspension, withdrawal, and limitation of liability.

2. Applicability

These terms apply to all applicants and certified clients seeking or holding certification from WAU under ISO 9001:2015 unless specifically stated otherwise in the certification agreement.

3. General Conditions

The client agrees that certification:

- is granted only for the defined certified scope,
- is based on audit evidence sampled in accordance with certification standards,
- does not transfer responsibility for compliance from the client to WAU,
- does not constitute legal, regulatory, product, or contractual approval unless expressly stated otherwise.

4. Client Obligations

The client shall:

4.1 Provide Accurate Information

Provide complete, truthful and timely information regarding:

- legal identity,
- sites,
- activities and processes,
- management system,
- personnel,
- outsourced processes,
- complaints and incidents relevant to certification.

4.2 Maintain the Management System

Maintain and continually implement the certified management system in conformity with ISO 9001 and applicable requirements.

4.3 Facilitate Audits

Provide WAU, its auditors, technical experts, and where applicable NABCB assessors/observers, access to:

- sites,
- processes,
- records,
- documented information,
- personnel,
- subcontracted or outsourced process controls where relevant.

4.4 Close Nonconformities

Submit corrections and corrective actions within defined timelines and provide acceptable evidence.

4.5 Notify Changes

Notify WAU without undue delay of significant changes affecting certification.

4.6 Proper Use of Certification

Use certification and marks only as permitted and never in a misleading manner.

4.7 Pay Agreed Fees

Pay agreed fees and charges in accordance with the certification agreement.

4.8 Cooperate in Complaints/Investigations

Cooperate with WAU where complaints, appeals, or special investigations arise.

5. WAU Rights

WAU reserves the right to:

- review applications and accept or refuse certification activity,
- appoint competent auditors and technical experts,
- revise audit programmes based on need,
- conduct surveillance, recertification, and special audits,
- suspend, reduce, restore, or withdraw certification,
- require cessation of mark use,
- publish status of certification where applicable,
- notify misuse or misleading claims,
- access evidence related to complaints and investigations.

6. WAU Obligations

WAU shall:

- conduct certification activities impartially and competently,
- maintain confidentiality,
- use competent personnel,
- ensure independent certification decisions,
- operate a complaint and appeal process,
- maintain public information as required,
- control use of certification marks,
- communicate decisions clearly,
- treat applicants and clients fairly and without unjustified discrimination.

7. Audit and Certification Conditions

7.1 Initial Certification

Certification will be granted only after:

- application review,
- contract review,
- Stage 1 audit,
- Stage 2 audit,
- closure/review of nonconformities as required,
- technical review,
- independent certification decision.

7.2 Surveillance

The client shall permit surveillance audits at required intervals.

7.3 Recertification

The client shall permit recertification audit before expiry of the cycle if it wishes certification continuity.

7.4 Special Audits

The client shall permit special/short-notice audits where justified.

8. Use of WAU Name, Certification Mark and Logo

The client shall:

- use WAU name/mark only while certification is valid,

- use only the approved form,
- not imply product certification,
- not use on primary product packaging or misleading literature,
- stop use immediately on suspension, withdrawal, expiry, or scope reduction affecting claim.

WAU may require withdrawal of advertising, correction of publications, or legal action in case of misuse.

9. Confidentiality

WAU shall keep client information confidential except:

- where disclosure is required by law,
- where required by accreditation/regulatory bodies,
- where authorized by the client,
- where disclosure is necessary for complaint/appeal handling under controlled conditions.

The client shall also maintain confidentiality of WAU proprietary documents and certification materials where applicable.

10. Complaints

Any interested party may file a complaint regarding WAU or a certified client. WAU will handle complaints in an impartial and documented manner.

The client shall:

- cooperate in investigation,
- provide records/evidence as required,
- implement corrective action where applicable.

11. Appeals

Applicants and certified clients may file appeals against certification-related decisions. Appeals shall be reviewed independently of the original decision.

12. Suspension

WAU may suspend certification where:

- certification requirements are not maintained,
- surveillance/recertification is not completed,
- misuse of mark occurs,
- serious unresolved complaint exists,
- client fails to cooperate,
- contractual conditions are seriously breached.

During suspension, the client shall not present certification as valid.

13. Withdrawal

WAU may withdraw certification where:

- suspension is not resolved,
- management system is discontinued,
- serious or repeated nonconformity exists,
- misleading claims continue,
- client requests withdrawal.

14. Reduction / Expansion of Scope

WAU may:

- reduce scope where only part of the system remains certifiable,

- expand scope only after evaluation and satisfactory evidence.

15. Refusal of Certification

WAU may refuse certification where:

- information is insufficient,
- applicant obstructs audit,
- nonconformities remain unacceptable,
- scope is outside WAU competence,
- impartiality/conflict cannot be controlled,
- false or misleading information is provided.

16. Client Liability

The client remains solely responsible for:

- conformity of its products/services/processes,
- legal and regulatory compliance,
- customer commitments,
- operation and effectiveness of its management system,
- claims made in the marketplace,
- actions of its employees and contractors.

Certification does not relieve the client of these responsibilities.

17. WAU Liability

WAU's role is limited to management system certification assessment and decision within the agreed scope and applicable standards.

WAU is not responsible for:

- product defects,
- service failures of the client,
- business interruption,
- commercial losses,
- legal/regulatory breaches by the client,
- client's contractual failures to third parties,
- misuse of certificate by the client after instruction to stop use.

WAU's liability, to the extent permitted by applicable law and contract, shall be limited to the certification service relationship as defined in the agreement.

18. Limitation of Certification Assurance

The client acknowledges that certification:

- is based on sampling,
- does not guarantee absence of all nonconformities,
- does not constitute warranty of every activity or output,
- is not an endorsement of every product or service.

19. Impartiality and Conflict of Interest

WAU identifies and controls risks to impartiality.

The client shall disclose any relationship or circumstance that could create conflict of interest relevant to certification activity.

20. Access for Accreditation Body and Observers

The client agrees to permit:

- WAU auditors and technical experts,

- NABCB assessors,
- observers/trainees where applicable under controlled conditions,

to witness or observe certification activities as required.

21. Records and Retention

The client shall retain relevant records supporting the certified management system and make them available during audits.

22. Changes to Terms and Conditions

WAU may revise these terms and conditions to reflect:

- accreditation requirements,
- standard revisions,
- legal requirements,
- operational improvements.

Clients will be informed of applicable changes.

23. Publicly Available Information

WAU makes public information available on:

- certification process,
- certification status,
- complaint and appeal process,
- mark use conditions,
- impartiality policy.

24. Governing Communications

Official certification communications shall be issued by WAU through authorized channels and personnel only.

25. Acceptance

Submission of application and/or signing of certification agreement signifies acceptance of WAU certification terms and conditions.