

	<b>ASTRALEUS SERVICES PVT. LTD.</b>	<b>Format No.</b>	ASPL-F-04
		<b>Rev. No.</b>	04
	<b>Client AGREEMENT FORM</b>	<b>Date</b>	10.03.2026

## AGREEMENT FOR CERTIFICATION SERVICES

This Agreement is made on date; ----- between:

Astraleus Services Private Limited (ASPL), a company incorporated under the Companies Act, having its corporate office at 404 & 405, 4th Floor, Skye Pavilion, Nipania, Indore, Madhya Pradesh – 452010, hereinafter referred to as “**ASPL or Certification body**”,

AND

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, hereinafter referred to as “the Client.”

### 1. Introduction

ASPL is an independent certification body providing management system certification services. Certification issued by ASPL indicates that the Client’s management system has been assessed and found to be in conformity with applicable international standards. Certification does not guarantee the quality of products or services but reflects compliance with defined management system requirements.

### 2. SCOPE OF THE RULES OF REGISTRATION

These rules of registration are applicable to all management system audits undertaken by ASPL within the current scope of accreditation as detail on the accreditation board web site. In fulfilling this scope, the client agrees to supply all necessary information to ASPL so that a full and fair assessment can be undertaken.

ASPL shall assess and certify the Client’s management system against the applicable standard(s) and scope as defined in the application.

- Certification shall be limited to the products, services, and activities assessed.
- The scope of certification may be modified based on audit findings or Client requests.
- The Client shall provide all necessary information to enable a complete and fair assessment.

### 3. Personnel

ASPL undertakes to provide suitably qualified and competent personnel for all audit and surveillance activities using their own staff or suitable qualified and competent associates. All members of ASPL (full-time employees, associates or local representatives) are required to sign confidentiality agreements concerning all confidential information to which they may be exposed.

### 4. Application and Contract Review

On receiving a completed Application Form/Request for Quotation, ASPL or its local representative will prepare a quotation detailing audit cost which will be forwarded to the client along with a copy of this document. Acceptance of the quotation and Certification Agreement and Rules is shown by signing the Certification Rules and Agreement. On receipt of the signed Certification Rules and Agreement and acceptance of the quote, ASPL or its local representative will issue an invoice to the client who in turn will make payment to ASPL or its local representative. The audit will then be planned and carried out in

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accordance with ASPL accredited management system processes. The agreement complies with all the sites addressed in the Application Form.

Name of Management system /Scheme of Certification:-.....

Scope of Certification:.....

For completing the assessment **Manday(s)** stage 1 and **Manday(s)** stage 2 will be allocated.

## 5. Audit Process

### 5.1 Stage 1 Audit

The first stage of the audit requires the Auditor to conduct an on-site/offsite readiness review of the client's management system to assess the documentation and if the implementation of the management system is at a level sufficient to progress to the Stage two audit.

### 5.2 Stage 2 Audit

Upon satisfactory completion of Stage 1:

- Stage 2 audit will be conducted as per ASPL processes.
- Additional visits due to non-conformities will incur extra charges.
- Major non-conformities require on-site follow-up audit before certification.

The Client must notify ASPL of any significant changes affecting certification.  
ASPL may conduct re-audits if required

### 5.3 Special & Short Notice Audits

ASPL reserves the right to conduct audits due to:

- Complaints
- Significant changes
- Suspension follow-up

Additional costs shall be borne by the Client.

## 6. Unannounced Audits

### 6.1 Definition

An unannounced audit is an audit conducted without prior notice to the certified client. The organization is not informed in advance of the exact date or time of such audit. Additional costs shall be borne by the Client.

### 6.2 Access and Cooperation

- The certified organization shall provide full access to facilities, processes, personnel, and relevant records during the unannounced audit.
- Refusal to permit the audit or lack of cooperation may lead to suspension or withdrawal of certification.

### 6.3 Conditions for Conducting Unannounced Audits

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Unannounced audits may be conducted under the following circumstances:

- As required by the scheme owner or applicable management system requirements.
- Upon receipt of complaints from stakeholders or other reliable sources.
- Upon receipt of information regarding any accident or incident within the organization.

## 7. Certification Decision

Upon completion of the audit, the Auditor shall submit the audit report to the ASPL Quality Manager, who shall conduct an administrative review of the file and forward it for technical review. Based on the outcome of the technical review, the Certification Committee shall take the final certification decision and authorize the issuance of the certificate.

The certificate shall remain the property of Astraleus Services Pvt. Ltd. (ASPL) and shall be valid for a period of three (3) years, subject to the Client maintaining the management system in conformity with the applicable standard.

All certification activities, including the safeguarding of impartiality, shall be overseen by an independent Impartiality Committee.”

## 8. Surveillance and Recertification

Following the issuance of the certificate, planned surveillance audits shall be conducted at the Client’s premises at least once annually to maintain certification. In case any areas of concern are identified, additional audits may be conducted at the discretion of ASPL management, and the Client shall bear the associated costs. A recertification audit shall be conducted every three (3) years to ensure continued validity of certification.

The Client shall promptly inform ASPL of any changes that may affect the capability of the management system to comply with certification requirements, including but not limited to:


- Legal, commercial, organizational status, or ownership
- Organizational structure and management (including key managerial, decision-making, or technical personnel)
- Contact details, address, or site locations
- Scope of operations under the certified management system
- Significant changes to the management system or related processes

The Client shall also notify ASPL without delay of any significant events, including but not limited to fatal incidents, serious injuries, occupational diseases, or any legal action initiated by regulatory authorities.

## 9. Extension or Revision of Scope

Requests for extension of scope or change of address shall be processed in the same manner as an initial audit, clearly indicating the revised scope or updated location details. Upon successful assessment, ASPL shall issue a revised certificate reflecting the updated scope or address. Applicable charges shall be levied for scope extension, address change, and re-issuance of the certificate

## 10. Publicity

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Upon issuance of the certificate, the Client is entitled to publicize its certification status. The use of certification marks and logos shall be strictly limited to activities covered under the approved scope of certification and the applicable standard. Detailed logo usage guidelines shall be provided by ASPL at the time of certification.

The Client shall ensure that all references to its certification status in communication media, including but not limited to websites, brochures, advertisements, and other documents, are accurate, not misleading, and fully compliant with the requirements of the ASPL certification body.

## 11. Certificate Misuse / Misleading Representation

ASPL shall take all necessary measures to prevent misuse of certification, logos, or related documents. The Client shall not misuse, misrepresent, or make misleading statements regarding its certification status.

The Client shall ensure that:

- Certification is not presented in a manner that implies product, process, or service certification by ASPL
- Certification claims are strictly limited to the approved scope
- Certification is not used in a way that may bring ASPL or the certification system into disrepute or reduce public trust
- No false, incorrect, or misleading references are made regarding certification status, documents, marks, or audit reports

In the event of any misuse or misleading representation, ASPL reserves the right to take appropriate actions, including suspension or withdrawal of certification, and any other necessary corrective measures.

## 12. Fees and Payment Terms

All fees related to audits and annual registration shall be reviewed periodically and are available upon request. All fees paid to Astraleus Services Pvt. Ltd. (ASPL) are strictly non-refundable. Certification and surveillance fees shall be payable in advance and are required to maintain the validity of certification.

In the event that any follow-up or additional audits are required for certification, including verification of nonconformities, the Client shall bear all applicable additional costs as determined by ASPL.


### Payment Terms:

- All invoices raised by ASPL shall be payable within the stipulated time mentioned in the invoice.
- In case of delay in payment, ASPL reserves the right to levy applicable interest/late payment charges as per Company policy.
- Certification activities, including issuance or continuation of certification, may be withheld in case of non-payment or delayed payment.

### Taxes:

- All applicable taxes, including GST, shall be charged extra as per prevailing government regulations and shall be borne by the Client.

## 13. Suspension and Withdrawal

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**13.1 The certification may be subject to suspension under the following conditions:**

- Misuse or inappropriate use of certification marks or logos
- Failure to implement effective corrective actions for nonconformities identified during audits or surveillance visits within the stipulated timeframe.
- Any breach of ASPL’s Certification Agreement and applicable rules
- Non-payment of agreed audit or certification fees

**13.2 Withdrawal of Certification**

Certification may be withdrawn under the following conditions:

- Failure to take adequate action following suspension of certification
- Failure to respond to ASPL communications or requests within the defined timeframe
- Failure to settle outstanding financial obligations
- Voluntary request by the Client

**13.3 Post Suspension / Withdrawal Obligations**

- Upon suspension or withdrawal, the Client shall immediately cease use of the certificate, certification marks, and any related claims
- The original certificate shall be returned to ASPL without delay
- The Client shall refrain from making any claims regarding certified status during the period of suspension or after withdrawal

**14. Confidentiality**

**14.1 Publicly Available Information**

Astraleus Services Pvt. Ltd. (ASPL) shall inform the Client, in advance, of any information it intends to place in the public domain.


ASPL shall make the following certification-related information publicly available:

- Name of the certified Client
- Scope of certification
- Date of certification
- Validity of certification
- Location(s) of the certified Client
- Certification status, including active, suspended, or withdrawn

All other information shall be treated as confidential in accordance with ASPL’s confidentiality policy and applicable requirements.

**14.2 Confidential Information**

- All information obtained during the course of certification activities shall be treated as confidential, except for information that is publicly available or made accessible by the Client.
- ASPL shall not disclose any information related to a specific certified Client or individual to any third party without prior written consent, except where disclosure is required under applicable laws, regulations, or accreditation requirements.

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- Where ASPL is required by law or authorized through contractual arrangements (such as agreements with accreditation bodies) to disclose confidential information, the Client shall be notified in advance of such disclosure, unless prohibited by law.
- Information about the Client obtained from sources other than the Client (such as complainants or regulatory authorities) shall also be treated as confidential and managed in accordance with ASPL’s confidentiality policies.
- Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the behalf ASPL keep confidential all information obtained or created during the performance of the certification body’s activities except as required by law

## 15. Complaints and Appeals Procedure

### 15.1 Appeal

If for any reason a client disagrees with the Auditor's verdict, they are at liberty to lodge an appeal ASPL’s Managing Director. All appeals will be held in the presence of an Independent Certification Board sub-committee. The sub-committee will hear evidence from the client's representative and the relevant Auditor. The decision of the Independent Certification Board is final and binding on both the client and ASPL. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal. Expenses of the appeal will be met in full by the party who has the decision against them.

### 15.2 Client Complaints Against ASPL Personnel

If a client has a complaint regarding any employee or associate of ASPL, this should be sent in writing to the ASPL Managing Director at the Head Office address. If the complaint involves a Managing Director, then the complaint is to be addressed to the Impartiality Committee.

### 15.3 Complaints Against the Certified Client”


The client agrees to make available to ASPL or its representative for all information pertaining to complaints received by the client from customers, regulators and any other interested parties.

## 16. Verification of Certificate

Clients are advised to verify the authenticity and validity of certificates through the official ASPL register available on the Company’s website, as ASPL maintains a system to upload issued certificates within fifteen (15) days from the date of issuance.

If a certificate is not found in the ASPL register, it shall be considered unauthorized, and the matter shall be reported to ASPL immediately for investigation.

In cases where a certificate is found to be unauthorized or fraudulent, ASPL reserves the right to take appropriate corrective and/or legal action to prevent misuse of ASPL, NABCB, and IAF marks and to safeguard the integrity of the certification system.”

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## 17. Liability and Indemnity

### 17.1 Liability

“Astraleus Services Pvt. Ltd. (ASPL), its employees, and auditors shall not be liable for any loss, expense, or damage suffered by any company, client, or individual arising from actions taken during certification activities, except where such exclusion of liability is not permitted under applicable law.”

### 17.2 Indemnity

“The Client shall indemnify and hold harmless ASPL against any claims, losses, or damages arising from the misuse or misrepresentation of any certification, logo, approval, or registration granted by ASPL under this Certification Agreement.

The Client shall promptly inform ASPL of any significant changes, including but not limited to changes in legal status, organizational structure or management, address or site locations, scope of operations, or major changes to the management system and related processes.

By accepting this Agreement, the Client confirms its commitment to comply with all terms and conditions outlined herein, as well as applicable accredited management system requirements. This Agreement shall be legally binding and enforceable in the event of any non-compliance or misconduct.”

## 18. Access for Accreditation, Witness Audits, and Observers

As a condition of this Certification Agreement and associated rules, all clients certified by Astraleus Services Pvt. Ltd. (ASPL) shall, upon request, permit trainee auditors, observers, authorized representatives of IAF member bodies, and auditors from the Accreditation Board to witness ASPL personnel conducting audits and to verify the audit work carried out at the client’s premises. The Client is legally obligated to provide such access and necessary cooperation. Failure to comply with this requirement may result in suspension or withdrawal of the client’s certification.

### 19. Jurisdiction

This Agreement shall be governed by the laws of India. All disputes shall be subject to the jurisdiction of courts in Indore, Madhya Pradesh.


## 20. Management system specific requirement

### 20.1 Food safety Management system

a) Clients are not authorized the use of the FSMS certification mark on the product nor product packaging. Product packaging covers all product packaging, both primary packaging (which contains the product) and any outer or secondary packaging.

b) clients are not permitting the use of any statement on product packaging that the client has a certified FSMS. This includes all product packs.

### c) Clause: Multi-Site Certification

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In the case of multi-site certification, this Agreement shall be legally binding and applicable to all sites/locations of the Client that are included within the defined scope of certification.

A detailed **Annexure**, forming an integral part of this Agreement, shall list all sites/locations included under the certification. The Annexure shall contain, at a minimum, the following information:

- Serial Number
- Name of Site/Location
- Complete Address of Each Site
- Scope of Certification applicable to each Site

Certification shall be valid only for those sites explicitly specified in the Annexure.

The Client shall ensure that all listed sites comply with applicable certification requirements, and the Certification Body reserves the right to audit any or all sites covered under this Agreement to verify continued compliance.

## 21. Agreement Acceptance

By signing this Agreement, the Client agrees to comply with all certification requirements and ASPL procedures. This document shall be legally binding.

ASPL reserves the right to change these Certification Agreement & Rules without prior notification.

Signatures

For the Client

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

For Astraleus Services Pvt. Ltd. (ASPL)

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Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

Date: \_\_\_\_\_