

# Rights and Obligations of BCC Inc. and Certified Organizations

## 1 Rights and obligations of certified organizations

### 1.1 Rights of certified organizations

- 1.1.1 Obtain public certification documents and information;
- 1.1.2 No discrimination in the process of applying for certification, accepting audit and certification decision;
- 1.1.3 The client has the right to ask for adjustments and changes about the audit plan and the audit team members that may affect the certification impartiality;
- 1.1.4 The client has the right to clarify the non-conformity facts and give advice to the audit report;
- 1.1.5 use the certification certificate and mark rightly;
- 1.1.6 The client has the right to put forward the appeals/complaints;
- 1.1.7 The client has the right to apply for expanding/shrinking scope of certification, cancel part of or all of the certification scope;
- 1.1.8 The client has the right to ask BCC Inc. for providing the relevant more detailed information in the certification (audit) activities;
- 1.1.9 The client has the right to put forward the appeals/complaints to BCC Inc. and higher authorities when they have dissents on the impartiality, non-discrimination, independence and scientific city of certification (audit);
- 1.1.10 When necessary, the certified client or its related parties can track the certified client name, the status of certificate, certification scope, geographical location (countries and cities) and other information through the BCC's official website [www.bcc.com.cn](http://www.bcc.com.cn). The certification information is also available in the CNCA website [www.cnca.gov.cn](http://www.cnca.gov.cn). For further queries can call 4000169000 when it is necessary.

### 1.2 Obligations of certified organizations

- 1.2.1 (The certified organizations shall) always abide by the related rules of management systems certification, and meet its commitment to certification requirements and change requirements.
- 1.2.2 After receiving the certificate, the client should keep the management system functioning effectively and continually;
- 1.2.3 The certified organizations shall ensure the truth of the information of its management systems, They shall be liable for all the losses (including the losses of BCC) resulted from insufficiency of the audit duration, scarcity of the sampling amount of the multiple sites, which may result in the invalidation of audit result or certification certificate, because of the false information of the organizational structure, number of employees and the number of multiple sites offered by the certified client;
- 1.2.4 The client shall make all necessary arrangements for the conduct of the audits, including

provision for examining documentation and the access to all processes, areas, records and personnel during initial certification, surveillance, recertification, CNAS witness review and resolution of complaints;

- 1.2.5 The client shall take the responsibility of misusing the certificate and mark and take corrective measures;
- 1.2.6 The client shall sign the certification contract or agreement with BCC Inc. (abbr. BCC). When there are several legal entities covered in the client certification scopes, they together with the client should sign the certification contract or agreement with BCC and pay the relevant expenses as the regulations stipulated in the contract or agreement.
- 1.2.7 Top management and persons in charge of functional departments related to the management system shall attend the first and last meeting of the on-site audit of preliminary review, supervision and recertification. The client shall accept the surveillance audits in time;
- 1.2.8 The client shall give their information to BCC in time;
- 1.2.9 The client has the responsibility to maintain and evaluate the conformity of the requirements of laws and regulations, products and certification requirements;
- 1.2.10 After receiving the certificate, the client shall use the BCC Inc. management systems certification certificate and mark. When publicizing the certification results, the client shall not damage BCC's reputation and not publish any speeches that may be regarded as "mislead" or "unauthorized";
- 1.2.11 Upon suspension or cancellation/withdrawal of certification, the client must discontinue its use of all advertising that contains any reference to a certified status, and return the certificate(s) according to the requirements;
- 1.2.12 The client shall accept the non-routine surveillance audits from Certification Surveillance Departments and BCC at any time;
- 1.3 The client shall make an announcement on the certified certification scopes;
- 1.4 The client should only use certification to certify its management system is in line with the specific standards or other references and not use the system certification to imply its products or services have passed the certification approval of BCC Inc.;
- 1.5 The client shall ensure that they will not use the certification documents, marks, reports or part of the reports in a misleading way. The promotion for certification in any medium (e.g. documents, brochures, advertisements) should accord with the requirements of BCC Inc.;
- 1.6 The client shall accept the witness review tasks arranged by certification institution and the relevant accreditation bodies, and give necessary cooperation in the process of witness reviewing;
- 1.7 For the on-site audit of the social responsibility management system (SA8000), according to the SA8000 certification rules, the audit site should take pictures of the workplace, and the organization must not refuse.

## **2 Rights and obligations of BCC Inc.**

### **2.1 Rights of BCC Inc.**

- 2.1.1** Put forward certificate requests ;
- 2.1.2** If the certified client violates the relevant rules and doesn't pay the expenses as rules, and major nonconformities occurs in the surveillance audit and corrective actions are not be taken by the client, BCC has the right to withdraw the certification certificates and suspend its use of certification certificates and marks ;
- 2.1.3** The management systems assessment of applicant client shall comply with the management system certification standards or requirements of its functions reference documents. BCC will designate personnel with the technical ability to give standardized interpretation published by the certification body, when a particular program requires interpretation to these documents ;
- 2.1.4** BCC owes the ownership of certificates and marks and the right of supervision of the client using them ;
- 2.1.5** When there are abnormal situations in the certified organization management system, arrange non-routine audits in a timely manner; the time and costs shall be separately agreed by both parties. If the products of the certified organization are found to be unqualified in the national quality supervision and random inspection of the product quality, the certified organization shall notify in time. Within 30 days from the notification issued by the General Administration of Quality Supervision, Inspection and Quarantine, the BCC shall implement the supervision and review of the certified organization.
- 2.1.6** If the certified organization does not accept or does not cooperate with the supervision management, witness assessment and the non-routine review of the certification and accreditation supervision department, BCC will suspend the qualification of the certified organization to use the certification and logo.
- 2.1.7** If the contract cannot be performed or terminated due to non-BCC reasons, the fees charged by BCC will not be refunded.
- 2.2 Obligations of BCC Inc.**
- 2.2.1** BCC's services shall public to all applicants without additional conditions of finance or others. Not to provide services on the basis of the applicant's scale, membership of a certain association/group or the number of certification suppliers ;
- 2.2.2** According to the requirements of applicant client and the contract, BCC shall timely implement the certification (audit) as the procedures, in charge of the impartiality, non-discrimination, scientific city and effectiveness of certification activities ;
- 2.2.3** BCC shall timely provide the certification information (including business, production, technique and quality certification audit information) to the certified client) ;
- 2.2.4** BCC shall stipulate its certification requirements only in the certification scopes and has the responsibility to evaluate sufficient objective evidences of client and makes decisions on the basis of it. According to the audit conclusions, BCC will authorize the certification to the client which its conformity evidences are sufficient, otherwise not authorize ;
- 2.2.5** BCC shall perform the surveillance audit to certified client regularly according to the rules ;
- 2.2.6** BCC shall fully keep the promise of confidentiality for the information of applicant client and certified client, and should not disclose to any third party without the approval of the

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client( except those involved laws and regulations);

- 2.2.7 BCC shall report the information like granting withdrawing canceling certification. After the certification is qualified, BCC shall timely perform the registration and issue the certification certificate to certified client and publish it in the medium;
- 2.2.8 BCC shall offer the internet ways to query authentication effectiveness for related parties;
- 2.2.9 BCC shall timely dispose the appeals/complaints and disputes from applicant client and certified client and inform them of the results;
- 2.2.10 BCC shall investigate whether the certified organization is satisfied with the certification service, and make sure that the certified clients will be satisfied with certification service;
- 2.2.11 If the accreditation body withdraws the accreditation qualification of BCC, which leads to BCC can't fulfill certification or surveillance to client according to the contract requirements, BCC will actively take the remedial actions to reduce the losses of certified and applicant client as much as possible;
- 2.2.12 BCC shall report the information like registration, suspension, extension, reduction, withdrawal, cancellation and modification according to the requirements of relevant certification and accreditation divisions.

### 3 Introductions:

The content of the document only aims at general introduction of certification will not be the legally binding terms of BCC Inc. and other organizations. The rights and obligations of BCC Inc. and other related organizations should be confirmed by legal documents signed by the authorized people on both sides.