

# General rules of management system certification

The general rules of the management system certification refer to the management system certification (hereinafter: the system) carried out by the certification body TMS CEE d.o.o. (hereinafter: TMS CEE).

## 1. GENERAL CONDITIONS

**1.1** The general rules apply to all management system certification activities performed by TMS CEE.

**1.2** Upon issuance of the first certificate, the client becomes a partner of TMS CEE and remains so until the validity of the certificate in possession expires. The certificate becomes valid only after all financial and technical requirements related to system certification are met. If the certificate is issued under certain conditions, the certified client is obliged to meet those conditions within the defined period.

**1.3** Before submitting a request for the service, the client is obliged to inform TMS CEE if the requested certification was previously the subject of a similar contract concluded with another certification body.

With each new service request, the client accepts the current edition of the General Rules of Management System Certification (hereinafter: General Rules), as a condition of the contract. Already existing contractual relations take place based on valid editions of these documents.

The updated version of the General Rules is available to users via the TMS CEE website ([www.tms.rs](http://www.tms.rs)) or can be delivered by email/post, upon request.

**1.4** TMS CEE conducts the certification procedure in accordance with established procedures and makes the appropriate decision on certification.

Objections and appeals that can be sent to TMS CEE are resolved in accordance with the documented procedure, Handling Objections and Appeals, TMS PR 08, which is available on the TMS CEE website ([www.tms.rs](http://www.tms.rs)).

**1.5** The certificate will always refer to the valid version of the standard or other relevant certification document valid on the day the certificate is issued. The time of conclusion of the contract is irrelevant in this regard. Holders of the certificate must always keep all attachments that are an integral part of the certificate along with the basic certificate. The certificate and/or copy of the certificate is not transferable and remain the property of TMS CEE.

**1.6** The client will ensure that auditors/representatives of competent bodies (e.g. accreditation body) can participate in monitoring or witness audits in the client's business premises and/or their subcontractors/suppliers. The client will ensure that auditors/representatives of competent bodies (e.g. accreditation body) can participate in monitoring or witness audits in the client's business premises and/or their subcontractors/suppliers.

**1.7** If the activities carried out by TMS CEE personnel require the use of personal protective equipment, TMS CEE and the client will agree on the method of providing this equipment.

**1.8** Each certificate is subject to a valid contract/offer.

The certification agreement/offer may cease to be valid in whole or in part, and if individual clauses of the agreement, corresponding instructions/rules/procedures or instructions of TMS CEE or other relevant authorities (e.g. Accreditation Body) do not define a different way of reporting, the following applies:

I. Termination **without reason**: with notice three (3) months before the next scheduled inspection date (or in the case of supervision, the corresponding recertification inspection) by the certificate holder or TMS CEE;

## General rules of management system certification

---

II. termination **for cause** at the option of either party, with or without notice, especially (but not only) when the certificate is issued on the basis of a certification agreement/offer, may be withdrawn or suspended in accordance with the rules defined under 2.1 and 2.3.

Cancellation must be in writing.

If the certificate expires for any reason, the corresponding contract/offer expires at the same time. In the event that the last remaining certificate of the certificate holder ceases to be valid, his membership in the TMS CEE certification system ceases. Any remaining fees are still binding. All costs of surveillance audits or certification must be charged.

The requirements of these General Rules are valid for three (3) years after the end of the certification contract/offer.

### **2. SUSPENSION, WITHDRAWAL OR REDUCTION OF SUBJECTS AND AREA OF CERTIFICATION**

**2.1** Certification ceases to be valid automatically or is considered withdrawn in the following cases:

**2.1.1** upon expiry of the validity period of the certificate,

**2.1.2** if the certified client is the subject of legal bankruptcy proceedings; or the designated administrator of his business or the holder of the certificate, does not inform TMS CEE in writing within 4 weeks;

**2.1.3** if the certified client stops its business activities;

**2.1.4** if the legal requirements, the requirements of competent authorities (e.g. accreditation body) or the rules of practice on which the certification is based change, unless the certified client, within the defined period, through a re-audit performed by TMS CEE at the expense of the certificate holder, confirms that system compliant with the changed requirements;

**2.1.5** if the basic certificate ceases to be valid;

**2.2** TMS CEE has the right to withdraw in the following cases:

**2.2.1** if further use of the certification mark/certificate is no longer justified, that is, it does not make sense in the market context, or is legally prohibited; in this case TMS CEE will provide an alternative sign, if possible;

**2.2.2** if there is misleading or unauthorized advertising, especially in connection with the certification mark or certificate, or the same is misused, or the misuse is tolerated by the holder of the certificate;

**2.2.3** if the certified client does not pay the outstanding bills according to TMS CEE within 4 weeks, after receiving a reminder to that effect. Failure to make partial payments may also result in certificate withdrawal;

**2.2.4** if the certified client violates these General Rules and/or the corresponding parts of the contract/offer, unless that violation is not the result of an accidental action. TMS CEE has the right, but not the obligation, to enable the certificate holder to correct such procedures;

**2.2.5** if TMS CEE confirms that the certified system is not compliant with the standard or any amendment to the standard within the time period set by the certificate holder for system compliance, or the certified client has violated any of the conditions under which the certificate was issued;

**2.2.6** if the certified client makes false statements or withholds important facts of importance for certification;

**2.2.7** if the certified client fails to align its system with these General Rules and/or the relevant parts of the contract/offer (e.g. prices and compensations) within a period of 6 weeks from the date of entry into force of the changes, or within a period of 6 weeks after the certified client had the opportunity to report on them;

## General rules of management system certification

---

**2.4** TMS CEE has the right to publish data on the suspension, withdrawal or reduction of subjects and areas of certification. Continued advertising or other use of the certificate or certification mark is prohibited in all such cases. Upon withdrawal of the certification, the certificate must be returned to TMS CEE or destroyed at the written request of TMS CEE. TMS CEE fees paid in advance will not be refunded, and those not yet collected will be charged in full.

**2.5** Except in negligence and gross negligence cases, TMS CEE shall not be liable for any losses incurred by the client due to the suspension, withdrawal or reduction of the subject and area of certification.

### **3. ADVERTISING, PUBLICATION OF CERTIFICATES AND CERTIFICATION MARK, INFORMATION**

**3.1** A certificate or mark relating to a management system may only be used to promote the system to which it refers.

The certified client assumes full responsibility for the use and legitimacy of all statements regarding the issued certificate, the certification mark, as well as for the correct application/publication by its customers.

The verification report issued by TMS CEE must be quoted accurately with the full text and date of issue. Use of the Verification Report prepared by TMS CEE for advertising purposes must be approved in writing.

**3.2** TMS CEE has the right to publish the names of certified clients and verified management systems for advertising purposes, as well as for the purpose of informing users. TMS CEE will inform the client in advance about the information it intends to make public. All other information, except information made available by the client, must be considered confidential.

When TMS CEE is required by law or authorized by contractual arrangements to disclose confidential information, the client or individual to whom it relates will be notified of the information provided, unless it is prohibited by law.

### **3.3 Client**

**3.3.1** must act in accordance with the requirements of TMS CEE if certification is called upon in communication with the media (eg internet, brochures, advertising material or other documents);

**3.3.2** after the expiration of the certificate, suspension, reduction or withdrawal of the certification, must stop the use of advertising material that contains references to the certification status, and in accordance with the instructions of TMS CEE;

**3.3.3** must change the entire advertising material if there is a reduction in the area of application of the certification;

**3.3.4** must not make or permit misleading statements about its certification status;

**3.3.5** must not use the certification documentation or parts of this documentation in a wrong way, nor allow such use;

**3.3.6** may not refer to or allow to refer to management system certification that may include product (including services) or certification process by TMS CEE (note: this includes laboratory tests, test reports, etc.);

**3.3.7** will not allow reference to certification outside the scope of certification;

**3.3.8** shall not use or permit the use of its certification in a manner that could discredit TMS CEE.

**3.4** TMS CEE in all geographical areas in which it operates maintains and makes publicly available through the website ([www.tms.rs](http://www.tms.rs)) information on:

a) verification process;

b) the process for granting, refusing, maintaining, suspending, withdrawing or reducing the subject and area of certification;

c) types of management systems used for certification;

d) rules for using certificates and certification marks;

- e) processes for dealing with requests for information, objections and appeals;
- f) declaration of impartiality.

### **4. MANAGEMENT SYSTEM VERIFICATION AND CERTIFICATION RULES**

#### **4.1. General**

TMS CEE conducts audits and the management system certification procedure in the regulated area. TMS CEE does not perform consulting services related to management systems.

#### **4.2 Certification procedure**

##### **4.2.1 Preparation**

###### **4.2.1.1 Informational meeting**

At the client's request, the following issues can be discussed in advance:

- objective, benefits and prerequisites for certification,
- stages in the certification process in terms of content and time,
- legal basis, reference standard, scope of verification,
- Cost estimate.

###### **4.2.1.2 Preparation for certification audit**

After accepting in writing the offer submitted by TMS CEE, the client's management should appoint a representative responsible for the implementation of the certification procedure; TMS CEE informs the client about the auditors appointed to conduct the audit (team or team leader). When appointing the team, TMS CEE takes into account the rules regarding unauthorized consulting by auditors. The client has the right to reject the auditor with a clear indication of the reasons for such a decision.

If the rules on respecting the principle of confidentiality do not represent a hindrance, the client can request appropriate basic information about each member of the team.

###### **4.2.2 Certification audit**

The certification audit is carried out in two (2) phases (phase 1 and phase 2 of the audit).

The client is obliged to ensure the presence of appropriate personnel during the audit; the client grants auditors access to appropriate parts of the company and allows them to view all data relevant to conducting the audit.

###### **4.2.2.1 Review and evaluation of the management system documentation/ phase 1 audit**

The client is obliged to provide all documents/documentated information related to its management system for review and assessment of compliance with applicable standards. If the system is already certified by another certification body, according to the same or a similar standard, the client is obliged to attach a copy of the certificate with information on the area of validity, as well as details of reports from previous audits.

TMS CEE performs a review of the submitted documentation/documentated information - to the extent necessary, which may include an on-site audit - then reviews the conditions specific to certain client locations, the client's status and understanding of the appropriate standards, statutory and legal requirements, as well as their specific application in documentation/documentated information.

Based on the results of phase 1 verification, TMS CEE assesses whether the level of implementation of the management system is sufficient for the implementation of phase 2 verification and plans the processes and priorities for the implementation of phase 2 verification. Details of phase 2 verification are agreed with the client. Phase 1 results may delay or cancel Phase 2 verification.

If any significant changes occur in the period between phase 1 and phase 2 that could affect the management system, TMS CEE will consider the need to repeat all or part of phase 1.

TMS CEE documents the findings of the Phase 1 audit and informs the client thereof, including information on areas of concern, which may be classified as nonconformities in the Phase 2 audit.

## General rules of management system certification

---

The time period between phase 1 and phase 2 verification must be sufficient to allow the client to remedy any weaknesses or non-conformities identified, but not longer than 6 months.

### 4.2.2.2 Onsite certification audit / phase 2 audit

Before phase 2 of the audit, the client is provided with the audit plan, which has been previously agreed with his representative, for the purpose of information. During the audit, the client demonstrates the practical application of its procedures, while the auditors audit and evaluate the effectiveness of the system based on the requirements of the reference standard or other requirements.

After completion of the audit, TMS CEE informs the client about the results of the audit at the final meeting, as well as in the form of the Audit Report. The findings of the audit are verified by the client's representative. The client is obliged to document the necessary corrections and corrective measures. In the case of major non-conformities, it is possible that the need for re-auditing may arise in order to verify that they have been removed; the costs of this audit will be charged separately, according to the time needed for its performance.

### 4.2.3 Certification

If all the requirements of the reference standards, as well as other relevant requirements (including legal ones) are satisfied, TMS CEE will issue a certificate, with a validity period of three (3) years from the date of the certification decision.

### 4.2.4 Period of validity of the certificate / surveillance audit

Unless specified otherwise by specific rules, standards or individual contracts, the certificate will be valid for three (3) years after the issuance/passing of the certification decision, provided that the required (usually annual) supervisory audits are carried out regularly with a positive result.

Supervisory audits are carried out, as a rule, once a calendar year, except for recertification years. 1. the supervisory inspection visit must be carried out within -3/+0 months in relation to the date of the certification decision. The 2nd regular supervisory visit must be carried out within -3/+3 months from the time of the 1st supervisory visit. In justified cases, TMS CEE has the right to conduct an extraordinary audit on the account of the certificate holder. TMS CEE determines the conditions under which these audits, announced at short notice, will be carried out, and announced to certified clients.

Before each supervisory audit, the certified client is obliged to inform TMS CEE about all changes that may affect the implementation of the planned audit. During the surveillance audit, the auditor audits selected elements of the management system/processes to confirm the maintenance of confidence that the management system continues to meet the requirements against which it was certified.

### 4.2.5 Supervisory activities

Supervisory activities can be:

- inquiries related to aspects of certification that TMS CEE addresses to certified clients,
- evaluation of each certified client's statement regarding the implementation of its operational activities (eg advertising material, website),
- requests addressed to certified clients to provide documented information (in paper form or electronically), and
- other means for monitoring the performance of the certified client.

### 4.2.6 Recertification audit

If the certification audit is successfully carried out before the previous certificate expires, a renewed certificate can be issued. In such cases, the effectiveness of the system is audited through a random sample. In cases involving major changes to the client's system, a Phase 1 review may be required.

### 4.2.7 Special audits

Special audits include:

Extension of the scope and area within the valid scope of the certification: to extend the certification, the certified client can apply at any time during the validity of the granted certification.

Short-notice audits to investigate complaints, or in response to changes, or as a follow-up to suspended clients.

### 4.3 Additional conditions

**4.3.1** As long as possible, TMS CEE is obliged to monitor whether the client correctly refers to the certification when advertising. TMS CEE resolves objections addressed to it, which refer to the work of certified clients.

TMS CEE is obliged to inform certified clients about significant changes in the certification and supervision procedure, as well as about any changes in the standards that are relevant for certification, as well as about the way in which the verification of compliance with the changed conditions will be carried out.

**4.3.2** The client must satisfy all reasonable requirements related to the certification and provide all information necessary for verification. Certified clients are obliged to notify TMS CEE immediately, but no later than one (1) month, in writing, of all relevant changes in their system and of changes in their structure/organization, which affect the compliance of the management system, or any significant events which affect compliance with certification requirements.

These changes may include, but are not limited to, the following:

- legal or organizational status;
- commercial status or ownership;
- subject and area of implementation of operational activities that is within the certified management system;
- contact addresses and location addresses;
- significant changes in the management system and processes, including planned changes, if required by TMS CEE or the certification scheme.

TMS CEE will analyze the changes and inform the certified client about all activities required to maintain the certification status.

**4.3.3** Changes in standards, appropriate codes of practice or other regulations will be implemented - in a defined transitional period - on a binding contractual basis. The number of auditing days specified in the offer will be applied upon approval by TMS CEE.

**4.3.4** Integrated management systems must enable specific aspects of individual systems to be identified.