1. PURPOSE AND SCOPE:

This document establishes the certification conditions for certification schemes 1a, 1b, and 5, which must be met by the client to whom AGENCIA LATINOAMERICANA DE CERTIFICACIÓN SAS provides evaluation services for certification purposes.

2. DEFINITIONS

For the purposes of this document, the terms of the current ISO/IEC 17065, ISO/IEC 17067 and ISO/IEC 17000 standards and others related to the requirements applicable to ALC, among others, apply:

2.1 Conformity assessment: demonstration that specified requirements for a product, process, system, person, or body are met.

2.2 Certification extension: when a certified client wishes to include new references of their products.

2.3 Auditor: person appointed by an accreditation body to carry out, alone or as part of an assessment team, an assessment of a conformity assessment body.

2.4. Audit: verification process carrying out a detailed analysis of the company's information system, for which a series of specific techniques and methods are used to obtain records, statements of facts or other relevant information and evaluate them objectively to determine in which measure the specified requirements are met.

2.5 Remote audit: it is one that is carried out off-site, either in whole or in part. They are carried out when an on-site visit is not possible or appropriate, generally technological tools are used such as: Microsoft team, Skype, Zoom, Meeting, etc.

2.6Cancellation of the certificate: definitive loss of validity of the Certification. This cancellation may be requested by the client and/or owner or decided by ALC in the event of non-compliance with the requirements and conditions established in this regulation and those related to the results obtained in the evaluations carried out.

2.7 Client and/or Owner: natural or legal person who requests product certification service and has a product certificate issued by ALC.

2.8 Certification: third-party attestation related to products, processes, systems, or people.

2.9 Request: document through which the client expresses the requirement for the service.

2.10 Complementary: it is the audit carried out on the company, when it is required to verify the application in practice of the corrective actions or required conditions.

2.11 Compliant: corresponds to the product or test that complies with the requirements of the standard as applicable.

2.12 Manufacturer's declaration: it is the manifestation of the prior communication of the changes made to the conformity control system or to the product, such as raw materials, manufacturing process and maquila, or to the personnel assigned in activities that require prior qualification of their competence. that may alter the nature of the product.

2.13 Testing/testing: determination of one or more characteristics of an object/product of conformity assessment, according to a procedure.

2.14 Evaluator: person or group of people assigned to carry out an evaluation and which is made up of a leading evaluator of services or processes, who may be accompanied by evaluator(s), technical expert(s), evaluator(s) in training which may be external personnel hired by ALC, evaluator(s) from accreditation bodies and other observers.

2.15 Certification Scheme: certification system applied to specific products, to which the same specified requirements, rules and specific procedures apply.

2.16 Product families: grouping of products with similar characteristics determined by the use of the product and its components.

2.17 Technical sheets: document in summary form that contains a description of the technical characteristics of an object, material, product or in detail.

2.18 Marking: putting a mark on a sample to distinguish or make it noticeable.

2.19Labeling: allows identification and product information to be provided that is sufficiently clear, that does not induce confusion and allows a selection of appropriate samples for the development of the process.

2.20 Sample: set of one or several items taken from a lot, intended to provide information about the lot.

2.21 Non-conformity: non-compliance with requirements established in the reference or standard of the product to be evaluated. An example of non-conformity may be when a laboratory report does not demonstrate compliance and results in the loss of a test or trial, or an expired management systems certificate, labeled in a language other than Spanish, among others.

2.22 Standard: they are technical-legal documents with the following characteristics: They contain technical specifications of voluntary application. They are prepared by consensus of the interested parties: Manufacturers. Administrations. Users and consumers.

2.23 Granting: it is the authorization delivered through the product certificate.

2.24 Action plan: analysis and planning of actions taken to eliminate the cause(s) of a detected non-conformity - or other undesirable situation - with the purpose of preventing it from recurring.

2.25 Product: result of a process.

2.26 Retest: perform again the Determination of one or more characteristics of an object of conformity assessment, according to a procedure.

2.27 Reference: reference document that establishes the requirements that the product must meet.

2.28 Technical regulation: document that establishes the characteristics of a product or the processes and production methods with them related to the inclusion of applicable administrative provisions and whose observation is mandatory.

2.29 Surveillance: systematic repetition of conformity assessment activities as a basis for maintaining the validity of conformity.

2.30 Suspension: temporary invalidation of the declaration of conformity, for all or part of the scope of the specified attestation.

3. EXTERNAL RECRUITMENT

In cases where necessary, ALC. Perform external contracting of tests in accredited or duly evaluated laboratories, accredited, or duly evaluated inspection organizations for sampling or factory inspections, and accredited or duly evaluated management system organizations to verify the requirements of the management system.

4. OBLIGATIONS OF CUSTOMERS AND/OR PRODUCT CERTIFICATE HOLDER

4.1 Meet certification requirements and product requirements.

4.2 The client has the right to file complaints and appeals in their certification processes in accordance with the GC-PR-02 Complaints and Appeal procedure, which is available to them.

4.3 Cancel the total value described in the commercial proposal as a complementary requirement to its approval. The corresponding rates are established and communicated by ALC.

4.4 Accept and approve commercial proposals for surveillance and complementary evaluation within a period of no more than fifteen (15) business days from receipt thereof. (does not apply to scheme 1A and 1B).

4.5 The documents provided by the client for the product conformity evaluation process must come in Spanish or English.

4.6 Ensure in the evaluation or surveillance stages (if applicable) the provisions that guarantee access to the audit team, locations, areas, personnel, and relevant subcontractors, as well as being able to examine the corresponding information, documents, and records. to the

activities related to the products for which product certification is requested or possessed and designate a person responsible for coordinating the activities with ALC personnel.

4.7 In case of non-compliance of the product with the requirements of the corresponding reference, the client undertakes:

a) Remove non-compliant units that are on the market or in the possession of consumers.

b) Accept the destruction of the product, when the observed units present non-conformities that by their nature imply the existence of dangers, insecurity for life, property or the environment.

This provision may be extended to the entire batch corresponding to the non-compliant product and to the products that are on the market. Likewise, according to the severity of the failure and its implications on the safety of consumers or users of the certified product; The client must publish a prevention notice in a mass circulation medium.

c) Assume exclusive legal responsibility towards third parties for any damages that may arise from non-compliance with the product or this document.

d) Give treatment, as established by law and prudent action, to non-compliant units that are on the market, whether or not they are in the possession of consumers or clients.

e) Eliminate from the product, packaging and/or packaging all references to product certification.

f) When non-compliance occurs in a product reference, which has ALC certification, the list of references is updated and the subfamily or reference group that is considered to have decreased its compliance with the established and evaluated requirements is eliminated.

4.8 Partial or total reproduction of the product certificates issued by ALC is prohibited and given the need for their reproduction, it must comply with those established in the Logo User Manual and contain the same characteristics. Discriminatory use of certificates by third parties should not be permitted**.**

4.9 The reduction, expansion, and any modification to the scope of the certificate must be made at the request of the client, these can also be identified and reported in the follow-up or granting evaluations. For this purpose, complementary or extraordinary evaluations must be carried out to verify compliance with the applicable standard requirements.

In this case, the total value of the complementary and extraordinary evaluations must be assumed by the client.

4.10 The applicant must comply with the applicable legal and regulatory requirements and demonstrate evidence of compliance when requested by ALC.

4.11 The client must promptly inform ALC through the manufacturer's declaration GP-FR-03 (only applies to importers) of any change in the manufacturing of the product (raw materials, personnel, manufacturing and assembly process or to the personnel assigned in activities that require a prior qualification of your competence that may alter the nature of the product (does not apply to scheme 1 A and 1B) on changes that may affect your ability to comply with certification requirements such as:

a) Changes in the corporate name or purpose, legal, commercial status of the organization or property of the client and the factory.

b) Changes to sites under the scope of certification.

c) Changes in contact information with ALC: representative, address, telephone numbers, emails, among others.

d) Changes in the organization and management: key managers, decision-making personnel, or technical personnel and/or personnel assigned to activities that require prior qualification of their competence that may alter the nature of the product; in manufacturing processes.

e) Changes in the certified product or in the production method.

f) Merger, spin-off, liquidation, takeover, transfer of shares and in general any other operation that implies a change in the legal nature of the owner or applicant.

g) Judicial or administrative intervention or sanctions imposed by competent authority.

h) Changes in the design or materials of branded products, in a manner that may affect compliance with the relevant reference. Failure of the Owner to notify ALC is cause for a sanction or declaration of non-conformity.

i) Important changes in the quality management system.

j) Changes in the version of the reference document with which the product certificate was issued.

k) Changes in the manufacturing of the product (raw materials, personnel, manufacturing process and maquila).

4.12 ALC presents a commercial offer which is referred to in a comprehensive manner (value of the service + value of the tests, attesting, factory audit, among others, as applicable

4.13 Disposal of samples from the certification process: inform ALC within a period of no more than 30 calendar days if you require the return of the samples used in the certification process.

In some cases when the laboratory has to carry out destructive tests to demonstrate product conformity, samples will not be returned.

The transportation of the samples is the responsibility of the client, as well as the costs associated with this activity..

4.14 Clients are obliged to attend visits from external entities, such as the Superintendence of Industry and Commerce, Ministry of Mines and Energy, ONAC, auditors in training, ONAC peer evaluations, accompanied by the certification body as applicable, with a visit previously informed and allow the participation of observers, if applicable in any part of the certification process.

4.15 When a remote audit is carried out, ALC will agree with the client on the technological tool to be used, with the capacity and stability to ensure bidirectional audio and video communication in real time, the data collected during this evaluation is exclusively for use for the contracted service, and The security and confidentiality measures of the data that both parties have access must be complied with and under no circumstances will it be transferred to third parties except when required by law.

4.16 The client must take measures to investigate and treat all complaints and claims received from its users and must keep a record of all claims and complaints, which must be available during the evaluations carried out by ALC and must take appropriate actions with respect to such claims and complaints, deficiencies found in the products that affect conformity with the certification requirements.

4.17 Trademark registration. The client must demonstrate ownership of the trademark of the product, or the authorization for its use granted by its owner, and/or its respective registration process with the Superintendence of Industry and Commerce and/or the authorization for its use granted. by the owner of this.

4.18 The temporary cessation of production activities by the client will not lead to an extension of the validity period of the certificate.

4.19 The client must make use and statements consistent with the scope of the certificate granted by ALC, that is, they can promote the fact of having certification in media such as documents, brochures, or advertising about the Continua Brand, making clarity regarding the scope and specifying the norm or reference on which it has been granted.

4.20 As part of the certification system, the client may use the ALC conformity mark, taking into account the provisions of GC-MN-02 Regulations for the Use of the Certification Symbol Logo, which the client must inform by email.

4.21 The right to use the certificate is non-transferable and cannot be extended to the same product with the same trademark that is manufactured by persons other than those registered in the issued certificate.

The client must not use its product certificate in a way that brings ALC into disrepute and does not make any statements related to its product certificate that the certification body may consider misleading or unauthorized. In the case of certifications granted to the same product and factory, but different clients, the certificates are considered dependent, that is, if one of them is suspended, withdrawn, reduced, or expanded, the measure will be implemented for the other shared certificates. Likewise, shared certificates will refer to the certificate on which they depend. In the

event that the client provides copies of the certification documents to others, the documents must be reproduced in their entirety or as specified in the certification scheme.

4.22 Do not make or allow the misleading use of any document relating to the certification in whole or in part.

4.23 In the event of suspending, withdrawing, or terminating product certification, the client must stop using all advertising material that contains any reference to the product certificate and take the actions required by the certification scheme and any other measures required. Accept and comply with the provisions of the current version of this document.

4.24 Waive any legal action against ALC for the suspension or cancellation of the Certificate. Likewise, the client may not continue using the certificate or the placement of the brand symbol logo on the product or in any other medium for any purpose from the date on which the suspension or suspension is notified in writing or by any other means. certificate cancellation

In the event that the client continues to use the certificate, advertising, or allusion that the product remains certified, ALC may initiate the corresponding legal actions and demand payment of rights and compensation for improper use of the certificate.

4.25 The applicant or client may not exert pressure of any kind on the evaluation process, personnel or the results obtained from the evaluation, nor offer gifts or benefits or threats to ALC collaborators or testing laboratory.

5. OBLIGATIONS AND RESPONSIBILITIES OF THE LATIN AMERICAN AGENCY – ALC

5.1 Treat all information and documents obtained from the company in relation to the activities carried out for the management of the Certificate as strictly confidential and use it only for purposes related to its management. In the event that this information is required to be provided to a competent legal authority, ALC will inform the company in writing; When this request is from third parties, unless prohibited by law, written authorization to provide this information will be requested from the company in advance. Information about the client obtained from sources other than the client (for example, from a complainant or regulators) will be verified for relevance and treated as confidential.

5.2 ALC will publish the relative information and status of the certificate (current, suspended, canceled) on the SICERCO website.

5.3 ALC will publish on the website the information related to the certificate and the status of the certificate (current, suspended and cancelled).

5.4 ALC will inform the client in a timely manner of the entry into force of significant changes that affect the certification requirements.

.

5.4 Address customer complaints and appeals, in accordance with the GC-PR-02 Complaints and Appeals procedure, which is available.

5.5 Provide information about the schemes, procedures to any applicant without discrimination.

6. CERTIFICATE MANAGEMENT

ALC carries out certification evaluations following, among others, the requirements of the ISO-IEC 17065 and ISO-IEC 17067 standards, as well as the reference guidelines, the applicable legal requirements, the GT-PR-13 Certificate of conformity Product certification. Certificate management includes the following stages:

6.1 APPLICATION

Any natural or legal person, without any type of discrimination, sends the certification request for the products it manufactures or markets.

In the event that the applicant has been the holder of a certificate issued by ALC and it has been withdrawn, suspended, or canceled due to non-compliance of any kind, ALC may consider the events that caused the cancellation to define whether or not to initiate the certification process. new request.

This procedure will also apply when the client has requested the cancellation of any certificate issued by ALC. Without prejudice to the foregoing, ALC reserves the right to grant a certification if there are technical reasons that

may affect the safety or life of people, the image or prevent the provision of the service, and may also reserve said right if there are demonstrable reasons, such as, customer involvement in illegal activities, a history of repeated nonconformities with product or certification requirements, or similar customer-related issues.

The request for the certification service must be submitted in writing through the GC-FR 01 Certification Request format and the documents required by the commercial executive must be attached.

The documents that must be attached for the certification process, according to the scheme, are:

GP-FR-01 Certification request, completed.
● Product description (Technical sheets, Photos, Catalogs, brochures, etc.)
● Client information (Rut, chamber of commerce, Photocopy of citizenship card of the legal representative)
● If you have test reports for the products to be certified
● If you have ISO 9001 certification, updated version of the product manufacturer
● Registration or authorization of trademark use.

ALC. will review the documentation that makes up the certification request and if it considers it pertinent, it may require clarification or additional information.

Once the application is accepted, ALC will proceed to make the commercial proposal for the certification process. If the proposal is approved and signed by the client, the value of the laboratories has been paid, the client has delivered the documentation required in the commercial proposal, the evaluation process will begin for certification purposes.

6.2 EVALUATION PLAN

The technical area will carry out the evaluation plan, a document that establishes the order of activities to carry out the certification evaluation, this must be disclosed to the client. The client may submit observations to said plan within 3 business days from receipt of the evaluation plan.

6.3 INITIAL EVALUATION

6.3.1 Review of the documentation of the product to be certified:

At this stage, the assigned evaluator must review the documentation sent by the client and, if necessary, may request additional documentation or information. This review will allow the evaluation of the conformity of all the requirements established in the corresponding reference. Likewise, the documentation related to the manufacturing process, or the quality system will be reviewed according to the scheme to be evaluated. The applicant must attach at least the required documents.

The evaluator must validate the information presented by the applicant with the references of the product to be evaluated, trademarks, manufacturing, and storage sites, among others, as well as the availability of records that evidence the conformity of the product with the requirements of the reference.

6.3.2 Management system certificates:

When management system certificates are required, the following guidelines must be taken into account:

a) Identify the certification body that issues the certificate.

b) Identify if this body has accreditation where the certification body is located, (the certificates issued always have the logo of the accreditation body depending on the country where such certificate was issued, which means that the body does have the accreditation).
c) Evaluate the veracity of the management system certificate on the certifier's website, verifying its validity and status with the certificate number.

d) Identify the scope of the management system certificate, identifying that it includes the manufacturing of the product subject to certification, as well as the related factories that produce it.

e) Verify the validity of the certificate

6.3.3. Review and acceptance of test report:

ALC will accept test reports in accordance with the provisions of procedure GP-PR-01 Product Certification.

The test reports that are delivered and accepted do not imply that test tests will not be carried out; in all cases the

guidelines defined in the procedure GP-PR-01 Product Certification will be applied.

- In the event that ALC determines to carry out the tests or assays in the client's laboratories because there are no accredited third-party laboratories, an evaluation must be carried out on the test or assay and if the client's laboratory is not accredited, the carry out an evaluation of this and its compliance with the ISO/IEC 17025:2017 standard, these evaluation costs will be borne by the client. In the event that ALC determines to carry out the tests or assays in the client's laboratories because there are no accredited third-party laboratories, an evaluation must be carried out on the test or assay and if the client's laboratory is not accredited, the carry out an evaluation of this and its compliance with the ISO/IEC 17025:2017 standard, these evaluation costs will be borne by the client.

ALC will select the samples according to the GP-PR-01 Product Certification procedure. The client must have product to carry out the sampling activities, which are previously described in the commercial proposal.

The evaluation of the product is carried out by testing the references of the product coming from the production, warehouses or warehouses of the company or trade, in accordance with the respective reference, in the selected accredited laboratories, in case If there is no availability of Accredited laboratories (nationally or internationally), ALC will evaluate the laboratory that can carry out the tests according to the relevant reference, which are promptly informed to the client in the inspection and testing plan.

The costs incurred by the tests are assumed by the client. In the event that there are type tests defined as such in the reference, the results of tests carried out in laboratories in other countries may be accepted. In this case, the results of the tests carried out will be accepted upon presentation by the client of the laboratory accreditation certificate.

At the end of the evaluation, the evaluator informs the client about the results obtained and if non-conformities occur, these will be recorded and reported to the client for their information.

6.3.4. Treatment of Nonconformities and action plan:

When nonconformities occur, the client must establish an action plan and present it to ALC within a period of no more than ten (10) business days after the date of communication of the findings.

● ALC will evaluate the adequacy of the corrections and corrective actions proposed in the plan and will respond within 2 business days if the plan is approved or it needs adjustments because it is not sufficient to eliminate the nonconformity or, if they are presented inconsistencies, the client will have a new period of five (5) calendar days to make the pertinent adjustments to the plan, which will be verified again by ALC in the following 2 calendar days if after the given time of the new period the client does not present the plan of action or it is not approved by ALC, the evaluation process will be understood to be completed and ALC will issue a communication to the client informing that the process has ended due to not complying with the stages of the accepted certification service, and it will be sent to the client. the service results report, with the corresponding decision concept on the completed certification service. The client must cancel the entire commercial proposal and may start a new certification process based on a new certification request. The expenses of the new evaluation process will be assumed by the client.

From the date of approval of the action plan by ALC, the client has ninety (90) calendar days to schedule a complementary evaluation in which the implementation of the action plan and its effectiveness for the closure of the transaction will be verified. nonconformities found. The client must assume the cost of this complementary evaluation.

When the complementary evaluation shows that the nonconformities have not been resolved, ALC will terminate the certification process and issue an evaluation report describing the reason why the product was not certified.

6.4. EVALUATION OF SURVEILLANCE OR MONITORING (Does not apply to scheme 1a and 1b)

Monitoring activities must be carried out for the certifications granted in scheme 5 in accordance with the

different schemes established for the products and their validity of the certificate.

ALC will send the client a follow-up commercial proposal at least three (3) months in advance of the follow-up date; the client must approve it no later than 15 working days after receipt.

ALC will carry out the activities described in section 6.3 of this document.

When a follow-up and extension evaluation is carried out in the same process, a division of the same cannot be requested and the two evaluations must be completed simultaneously, unless the client waives the extension of the requested scope.

If the surveillance activity, which only applies to scheme 5, is not carried out within the times stipulated by the Latin American Certification Agency, the certification granted by ALC will be suspended, informing the client of this development. All the documentation is filed in the file of the evaluated for a period of sixty (60) working days, time in which it will be allowed to perform the surveillance evaluation in order to comply with the requirement of the certification scheme and in accordance with the requirements established and evaluated previously; If the surveillance is not executed in the new established time, the conformity evaluation process will be definitively closed, notifying the applicant about the cancellation of the granted certificate.

The suspension will not result in the extension of the validity of the certificate.

Note: the costs generated by evaluation (granting, follow-ups or complementary when applicable) will be assumed by the client.

6.5 REPORT

Based on the results obtained during the evaluations, the evaluator presents a report that is delivered to the Certification Committee, which includes the activities carried out, the results obtained and the proposal on the viability of granting, maintaining, reducing or extend the Certificate issued.

Upon completion of a follow-up evaluation, ALC will issue a letter to the client, stating that the follow-up was completed successfully, and the certificate remains valid. When it is an evaluation of granting, extension, reduction, or any other modification to the scope of certification, ALC issues the certificate of product conformity and when the certification process is not favorable for the client, ALC sends a letter informing the reasons why the committee made the respective decisions.

6.5.1 Extraordinary Evaluation

ALC may carry out extraordinary evaluations when it deems appropriate, at any time, or when one or more of the following situations arise, as applicable:

a) Complaints or claims from the applicant's clients or other interested parties that affect the scope of the certification.

b) Complaints, investigations, or sanctions from the competent authority that affect the scope of product certification.

c) Changes in the organizational structure, scope, processes, operations, or headquarters included in the Organization's certificate, which may, in the opinion of THE CERTIFICATION BODY, cause a temporary suspension of the Certificate.

d) By request of the Certification Committee.

e) When certification requirements change.

These evaluations must be paid for by the client, according to their duration.

6.6 SUSPENSION AND CANCELLATION OF THE CERTIFICATION

When a certification suspension or cancellation process is required, it will be carried out using the GT-PR-01 Product Certification procedure. Once the decision has been made, its status on the SICERCO platform will change.

6.6.1. Causes for suspension of certification:

- Serious or repeated failure to comply with certification duties

● Do not allow ordinary or extraordinary surveillance to be carried out
● Failure to resolve NC findings within the established deadlines
● Non-payment of certification costs
● Identification of modified products without prior communication from the client
● Misuse of the ALC certificate or mark of conformity
● Identification of adulteration of certification documents
● Product complaints affecting user safety
● Common agreement

6.6.2. Causes for cancellation of certification:

● Failure to correct the causes that led to the suspension
● Sanctions by control entities regarding the product that affects the safety of users.
● Use the expired, suspended, or canceled certificate
● Present false documentation to obtain certification
● Common agreement.
● Customer request.

In the event of cancellation of the Certificate, all rights to use it cease immediately, and the applicant is obliged to suspend all advertising related to it. The cancellation or suspension of the Certificate implies the waiver by the applicant of any legal action against ALC.

6.7 SCOPE MODIFICATION:

The client may modify the scope of the certification at any time during its validity, which modification includes:

● Inclusion of references with the same requirements characteristic.
● Removal of references from the certificate.
● Update of company name of the manufacturer and/or certificate holder.
● Changes in the name of references, brands, or trade names of the product.

The client will make the request by email indicating the type of modification desired, providing the documentation indicated in 6.1 as applicable.

ALC will review the application in accordance with the requirements of the certification scheme and indicating the activities to be developed for evaluation.

Once the certificate with the modification is issued, it is uploaded to the SICERCO platform.

6.8CAMBIOS EN LOS REQUISITOS DE CERTIFICACIÓN

During the validity of the certificate, changes could occur in the certification requirements for reasons such as updates to standards, technical regulations, certification schemes, control entities.

In the event that any of these causes arise, ALC will send a statement via email, informing of the changes that have occurred, the activities to be carried out, times and associated costs.

6.9 APPEALS AND COMPLAINTS

Customers can file complaints and appeals by telephone, email, web page or in person. These can be submitted at any time during the product certification process and must contain sufficient information to support the nonconformity.

When clients submit complaints and/or appeals, they will be treated in accordance with the GC-PR-02 Complaints and Appeals procedure.

7. LIABILITIES AND INDEMNIFICATIONS

a) The Client recognizes that, notwithstanding, the activities carried out by ALC in the development of this contract and the certificate of conformity that will be issued, it is their exclusive responsibility and risk that their product for which the certification was requested fully complies., at all times, with what is established in the technical regulation or voluntary standard of the case. Therefore, in the event that any authority imposes sanction(s) or sentence(s) for violation(s) of the afore mentioned reference, these cannot be considered, in any case, as the responsibility of ALC.
b) The Client agrees that it will fully indemnify ALC for any claim, penalty, loss, damage, liability, process, cost or expense of any nature that may be required of it due to or as a consequence of its product failing to comply at any time. during the validity of the certificate and to keep ALC in peace and safe from any claim that may be pursued

against it due to and/or in relation to any violation of the corresponding technical regulation or voluntary standard. Said compensation will include, but is not limited to, fees, legal costs and any other type or nature, provided that said claim, penalty, loss, damage, liability, process, cost or expense is a consequence of minor and/or serious fault of THE CUSTOMER or breach of this agreement. If, for reasons beyond ALC's control, The Client decides not to continue with the process, The Client will assume 20% of the quoted value before VAT for administrative work and procedures. In the event that the process has begun (document review (submission of the audit plan), test scheduling, audit, and any activity) no refund will be made.

c) Without prejudice to the previous paragraph and independent of the right that ALC has in such case, it will terminate the agreement, in the event that the product, which has a certificate of conformity issued by ALC, during its validity, at any time does not conform to the technical regulation or the reference standard of the case or the scope documented at the time of issuance of the certificate. THE CLIENT hereby authorizes ALC to, at its discretion, publicly announce in the media it deems appropriate that it has modified or annulled the issued certificate, as well as the cessation of all relations with THE CLIENT. ALC will have the same right when THE CLIENT does not agree to fully comply with the obligations stipulated in his/her responsibility in this agreement.

d) Neither party may assign its contractual position in this contract without the prior written approval of the other party.

e) En el caso de que EL CLIENTE incumpla con cualquiera de sus obligaciones bajo el presente acuerdo se someterá a que ALC ejerza derecho y penas previstas en este documento y las sanciones establecidas por la ley a este respecto.

8. NON-COMPLIANCE

In the event that The Client fails to comply with any of the obligations contracted in this contract, he/she will submit to ALC exercising the rights and penalties provided. Any modification to the terms of this agreement will require the prior written commitment of both parties.

9. PERSONAL DATA

The client authorizes ALC. to collect, use, store and process personal information regarding its legal representatives, workers, and collaborators, which is related to the execution and processing of the certification, as applicable, for the sole purpose of providing the requested services, monitoring the quality of these, administrative management. These databases are for internal use, accessible only to authorized personnel and directly linked to said objectives, for which the client guarantees to take all necessary measures and instruct its staff and collaborators about what is stipulated in the terms and conditions. ALC will maintain the database confidentially and for the time and conditions determined by current regulations.

The signing of the GC-FR-01 Commercial Proposal by the client, and the signing of this document means acceptance of the conditions established for the process.

Signature of the legal representative on the part of the client accepting the terms and conditions of the service, or signature by authorized person (letter of authorization by legal representative must be attached.)

Name: _____

Post: _____

Date: _____

Signature: _____

Signature by ALC. as approval of acceptance of terms and conditions of service by the legal representative or by signature by the corresponding authorized representative

Name: _____

Post: _____

Date: _____

Signature: _____