# Conformity Assessment Activities

1. **Application for Certification**
	1. The Application for Certification is accepted via the relevant Application Form.
	2. If the application is not in the scope of EZHAR, this condition shall be informed to the CUSTOMER.
	3. If the application is appropriate for certification scope, in accordance with the classification conditions defined in the relevant directive (regulation) or standard, EZHAR shall plan certification or conformity assessment activities. It prepares the relevant proposal/contract in complying with the auditing process and pricing conditions for the defined activities.

Depending on conditions contrary to the contract that may occur during an audit, the Lead Auditor may extend or shorten the audit period or cancel the audit by contacting the Department Manager and/or Planning Responsible.

# Certification Audits, Factory Audits

* 1. Performing the audits in accordance with the audit plan that EZHAR will send to the CUSTOMER; the organization conducts mutual negotiations to confirm whether the relevant certification is applied in an acceptable way according to the applied standard, scope, and documentation created within the organization. In these evaluations, it is ensured that the documents and records are examined by the sampling method, it is carried out by observing the business and conditions in the relevant departments. In product compliance audits, it is examined whether the conditions related to the product are applied in an acceptable way according to the relevant directive.

Nonconformity: Non-fulfilment of a requirement.

* 1. During the audit, if there are deviations from the relevant standard according to the scope of the audit of the management system/product certification, the technical file of the product or the product conditions according to the regulations, the legal regulations,

and the establishment’s documentation, these deviations are

 shall be notified to the CUSTOMER through the nonconformity report.

* 1. The audited CUSTOMER is obliged to notify EZHAR of the corrective actions to be taken against the nonconformities detected in the audit with a nonconformity report within 30 working days. The time required to close nonconformities in certification audits is 90 days for nonconformities.

Nonconformities should be closed within the period indicated above. The CUSTOMER, which cannot close the relevant nonconformities, should re-operate the process for Certification.

In the next audit, EZHAR evaluates whether the corrections and corrective actions are carried out effectively for nonconformities. In case of such nonconformities, the maximum period determined for the implementation and fulfilment of the corrective action is one month. If it is determined that the nonconformity is still not resolved in the audit carried out at the end of the one-month period, the certificate of the CUSTOMER is suspended.

* 1. After eliminating the nonconformities, the audit report that has been prepared by the audit team and recommendation shall not be the last decision for the certification and it is an opinion for the certification committee. The CUSTOMER shall be notified if the certification decision is taken or not after the meeting organized by the certification committee.

# Surveillance Audits

* 1. These are periodic audits carried out to verify that the certified organization continues to comply with the certification requirements. Surveillance audits are planned with reference to the last day of the decision date.

If it cannot be carried out within 12 months from the decision date of the Initial Certification/Recertification Audit, the CUSTOMER's certificate is suspended as of the expiry of the 12-month period. Provided that the reason for the postponement requests from the organizations for the Second Surveillance audit is stated, it can be postponed for a maximum of three months for temporary situations (such as Fairs, Conferences, Business Trips, Heavy Workload, Temporary Health Problems, Temporary Stopping of Production and Service). Postponement request is received in writing (e-mail or fax). In the Factory Production Control System Audits carried out in accordance with the Construction Products Regulation, the document is issued for a period of 12 months. When the validity period of the document expires, the certificate loses its validity.

* 1. Surveillance audit is determined by the CUSTOMER and can be increased in line with the customer complaints received by EZHAR, the degree of nonconformities found, and the opinions of the certification team. In System Certification and Product Certification, surveillance activity is carried out at regular intervals to check whether the product/system/service continues to comply with the requirements of certification, taking into account the complaints received regarding the product/system/service.

In case of a complaint regarding the certification scope of the relevant CUSTOMER, an unannounced audit can be planned by the technical responsible EZHAR without waiting. EZHAR reserves the right of unannounced inspection to the CUSTOMER that has received System/Product Certification service and is certified.

* 1. Performing the audit, reporting, closing and monitoring nonconformities are performed as is in the certification audit.
	2. On-site verification of nonconformities that were detected in the previous audit and closed without verification and control of certificate and mark use are carried out during the surveillance audit. If an inappropriate use is detected as a result of on-site verification, this will be considered as non-compliance.
	3. If the non-conformities cannot be closed before the specified date, the certificate of the CUSTOMER is suspended. The continuation

of the validity of the certificates of the CUSTOMER, which closed all

non-conformities before the specified dates, is decided by the certification committee unless there is a situation contrary to the certification.

# Recertification Audits

* 1. Certification renewal audits are audits to recertify companies before the validity period of the certificate expires. If the CUSTOMER wants the continuity of the certificate at least 3 months before the expiry of the validity period of the certificate, it applies to EZHAR. If no application has been received, the document loses its validity at the end of the validity period of the document.
	2. A re-agreement is made with the CUSTOMER according to the pricing list published by EZHAR before recertification. Planning the recertification audit, appointing the auditors, performing the audit, reporting the audit, closing the nonconformities, and making the certification decision are the same as in the certification audit. If the organization wants to be certified again after the validity period of the certificate, the application is considered as certification, not re- certification.
		1. Provided that the re-certification activities are completed, the certification can be activated within 6 months after the expiry of the certification period. If a re-certification audit could not be carried out within 6 months, it is accepted as a new application and the process is started. The valid date on the document must be the re-certification date or later, and the validity period is based on the previous certification cycle.
	3. During recertification, the nonconformities that have been previously determined and the corrective actions shall be reviewed. The scope of the audit, new documents, and mark and certificate usage shall be checked and the same processes shall be applied as is in the surveillance audit. As a result of the auditing, the assessment shall be similar to the certification audit.

# Special Audits

* 1. Change Audits

5.1.1 It is the auditing process to check the changes such as changing the CUSTOMER’s title, changing the CUSTOMER’s scope of activity, CUSTOMER address, and branches. Before the change audits, if the official status of the CUSTOMER has changed (address, title, etc.), the service contract is renewed.

5.1.2 Change requests are received from companies in writing with a certification change form, a decision is made whether to conduct a document review or field audit and is noted on the form. In addition to document review in scope change and address change audits, field audits can be carried out in the required time depending on the scope and production location and are recorded with the audit report.

If the documents and audit report are deemed appropriate by the certification committee, the requested changes are made. If the certification change is not deemed appropriate, the CUSTOMER is notified in writing. The validity period of the current certificate of the

CUSTOMER does not change in certificate changes.

5.1.3 Short Notice Audits

In the case of complaints containing objective evidence against the CUSTOMER, a decision to carry out an extraordinary audit can be taken by contacting the CUSTOMER, even though it is not in the program. In such audits, the CUSTOMER is notified and the audit is carried out in a time that will not allow the CUSTOMER to change the current situation (maximum 1 day before).

If the CUSTOMER does not accept the audit, its certificate is suspended and the situation is reported to the CUSTOMER in an official letter.

If EZHAR determines that the conditions that form the basis of the certificate it has given as a result of its audit are not present, it suspends or cancels the certificate according to the nature of the unfulfilled conditions.

# Preparation and Issuance of Certificate

* 1. After confirming that applicant CUSTOMER is suitable with the quality management system standards and/or conditions defined in the directives relating to product certification as a result of the audit and when the Certification Committee decides on the certification, the

CUSTOMER shall be awarded by the product conformity certificate within the scope of the quality management system or relevant directives and the CUSTOMER shall be recorded in the list of the certified firms.

* 1. The validity period of the documents is determined by the relevant standards or related regulations. Documents are valid as long as surveillance audits are performed and compliance of practices is confirmed. Certificate change audits do not affect this period. The CUSTOMER that receives the certification can only use the certification for the production and service places whose address is written on it and its annex. It is given for the scope written on the certification and does not reflect other fields of activity and products and cannot be used for this purpose.

The certification is given to the CUSTOMER named on the document and cannot be transferred to another institution or legal entity in any way. The use of the EZHAR Mark and the Certificate is made in accordance with the EZHAR Procedures.

# Suspension of the Certificate and Scope Reduction:

* 1. In the event that the following conditions occur, the entire or part of the scope of the CUSTOMER certificate may be suspended, provided that it does not exceed six months from the date of the certification committee decision.

There are non-conformities detected during the audits and not resolved within a specified period,

Detection that non-standard requirements or legal sanctions (such as the Occupational Health and Safety Law, the Law on the Protection of Personal Data, or special requests required by the relevant product or service) regarding the product/service within the scope of the audit are not fulfilled,

The CUSTOMER voluntarily makes a written request regarding the suspension of the certificate,

Misuse of EZHAR certificate and mark, Failure to comply with certification rules, Failure to fulfill financial obligations,

Failure to notify EZHAR of important changes in the organization of the CUSTOMER,

Non-execution of the management system where it is documented and audited,

Failure to implement the Product/System Certification processes for the relevant product/service as documented and audited,

The CUSTOMER does not allow surveillance and re-certification audits to be conducted as often as necessary, except for force majeure (fire, natural disaster, etc.),

Failure to notify EZHAR of important changes made in the products subject to the certificate,

In case of misuse of the certification in any case,

Failure to carry out the necessary actions regarding the complaints made for the activities or products certified by EZHAR,

Failure to submit the information requested by EZHAR regarding the scope of certification.

Determining that it is not notified within 15 days that there are changes in the raw material list, which is notified in the application and approved as a result of the audit for the certified product, and changes in the technical personnel in cases limited by the rules.

When the organization shows a persistent or serious failure to meet the certification requirements for a part of the certification scope, EZHAR narrows the customer's certification scope to the exclusion of the part that does not meet the requirements.

* 1. The decision to suspend the certificate is taken by the Certification Committee. In all cases where technical evaluation is not required, such as not accepting the surveillance audit, not fulfilling the financial obligations, not closing the nonconformities on time, the suspension decision is taken without the need for the committee to meet. The CUSTOMER is notified by EZHAR in writing that the certificate has been suspended and the suspension has been lifted.

In case the certified organization cannot solve the problems within the given time, the certificate of the CUSTOMER is withdrawn by the certification committee or its scope is narrowed. In case of suspension or withdrawal of the certificate, the name of the CUSTOMER is transferred to the list of the suspended or withdrawn COMPANIES. The CUSTOMER is obliged to stop using the certificate, mark and/or CE mark from the date of suspension of the certificate. The certificate of the CUSTOMER cannot be used by the CUSTOMER during the period of suspension.

# Withdrawal of the Certificate and its Consequences:

* 1. The certificate is withdrawn in case of below-mentioned circumstances;

If the CUSTOMER refuses the reasons for suspension or if the CUSTOMER does not remove the reasons for suspension on time,

The bankruptcy of the CUSTOMER, ending the activities or changing the legal entity,

If the CUSTOMER is not using the certificate for the scope and address that have been defined,

If the CUSTOMER gives false and deceptive information during the auditing,

In the auditing process, to determine that the conformity of the

CUSTOMER management system has been completely ignored,

Alteration in the certificates and attachments through the CUSTOMER, If the CUSTOMER wants to cancel the contract.

In cases where there is no need to evaluate the system effectiveness, such as the CUSTOMER's bankruptcy or termination of its activities or the CUSTOMER's termination of the contract, the certificate can be canceled without the need for a committee decision. In other cases, the certificate is canceled by the decision of the certification committee.

* 1. If the certificate is cancelled, the name of the CUSTOMER is removed from the firm lists that have been certified and transmitted to the firm list whose certificates have been canceled. The organization is responsible for stopping the use of the certification and all kinds of documents and promotional materials referring to the certification after the with drawl of the certificate, sending the original certification to EZHAR, and fulfilling its financial obligations.

The application of the firms, whose contracts and certificates have been canceled, could be entered into the process at least after 30 days. When re-applying, the certification process in the first application shall be applied.

In case of the suspension, reinstatement, or cancellation of the certificate, EZHAR shall publish the certificate status in [www. ezhar.com.tr.](http://www.szutest.com.tr/) It shall inform the relevant ministerial bodies, accreditation body and relevant country legal commissions about the status of the certificate.

EZHAR also provides the necessary information for the market surveillance and audit to the relevant Competent Authority. If stipulated in the relevant technical regulation. If requested, it provides information about the evaluation procedures to the commission.

# Roles and Responsibilities of EZHAR:

9.1 EZHAR and all its employees; keep all written and verbal information received from companies and related parties related to certification confidential and does not share it with third parties under any circumstances. However, this information can be shared with the relevant institution when requested by the institution accrediting EZHAR (EGAC, IAS, etc.) or by the authorized bodies of the relevant ministries. Unless prohibited by law, when EZHAR has to give information to third parties due to legal reasons, it definitely notifies the relevant CUSTOMER.

EZHAR will not discriminate against religion, language, and race in all its activities, including evaluation of application.

9.2 According to the standards, impartiality and confidentiality rules, EZHAR controls its employees through the Impartiality and Confidentiality Contract;

9.3 Within the scope of EZHAR Certification activities, EZHAR has Occupational Responsibility Insurance against the risks that could be resulted from the damages and the scope and limits under its responsibility have been defined in this insurance. If the prepared

documents are not approved by the third parties, EZHAR shall not have any responsibility.

9.4 EZHAR is obliged to announce important changes that may occur in the certification system (standard, procedures, or rules) as soon as possible to the certified companies to make the necessary arrangements within the transition period to be determined. For this purpose, a website, e-mail, etc. can be used.

9.5 EZHAR reserves the right to make changes in the certification procedures and pricing instructions. However, the acquired rights before the change are valid, and the date of the change in the relevant documents is taken as the basis for the implementation of the changes. EZHAR is obliged to announce the changes in the documents referenced for certification to all companies that have been certified and applied via the website, fax or e-mail. If the changes occur in favor of the previous companies, the change is applied to cover the previous companies.

9.6 EZHAR is obliged to make a list of the companies whose certificate is suspended or withdrawn and shall update this list and publish the list on the website.

9.7 In the event that EZHAR gives up its accreditation activities at its own discretion or is stopped by the relevant authorities, the companies certified by EZHAR will be left under the supervision of a certification body affiliated to an IAF member accreditation body. EZHAR will not charge its customers a fee for this transaction.

9.8 In the event that EZHAR renounces the activities of the notified body at its own discretion or is stopped by the relevant competent authorities; it is ensured that the files of the CUSTOMER are transferred to the Notified Body determined by the CUSTOMER. In this case, the conditions of the other notified body are valid for certification and EZHAR has no right to dispose of these conditions.

9.9 EZHAR undertakes to comply with the standards, regulations, Guidance Documents of the Accreditation Body (EGAC, IAS, etc.), IAF Guidelines and European Union Commission documents, except for the conditions stated above.

9.10 EZHAR reserves the right to change the provisions of the certificates and the validity periods of the certificates in case of revision of the relevant directive, regulation, legislation, and standard. EZHAR may request an interpreter and any kind of document translation if the team assigned for Conformity Assessment, including the committee members, does not know the local language of the CUSTOMER.

# Roles and Responsibilities of CUSTOMER:

* 1. It is obliged to comply with all written and verbal information and instructions received from EZHAR regarding the operation of the management system and the scope of product conformity assessment.
	2. Based on the management system, in order to sustain the system that was established by the CUSTOMER, it shall appoint a management representative and shall facilitate the access of the

auditing team in each area of the firm during the work hours as well

as it shall guarantee to perform the current legal requirements and special requests about the product/service within the scope of the certificate.

* 1. Observers and guides may accompany the experiments, inspections, audits, or unplanned visits that EZHAR will carry out at the customer's site. Observers may be the person observing a member of the inspection/examination/experiment team, or they may be an official of the client, accreditation agency, or a relevant ministry official. A guide is a person accompany the audit team to assist the audit team. Each member of the audit team may be assigned a guide. A guide's responsibilities may include providing communication, arranging interviews, organizing site visits, ensuring that site safety rules are enforced, witnessing the audit on behalf of the client, or providing the information requested by the auditor.

The client and audit team members are informed first about the participation of the guide and observers in the audit and the client's approval is obtained. Guides or observers do not interfere with the audit.

* 1. The CUSTOMER, together with the EZHAR personnel, is obliged to provide all kinds of written and verbal information needed regarding the inspection, experiment or audit activity, including the Accreditation and/or Authorization Agency Representatives (EGAC, IAS, etc.) or ministry officials.
	2. After certification, EZHAR must be informed within 1 month of any changes that may occur in the CUSTOMER's management system or the certified product connected to the management system, of the changes in the CUSTOMER's system or the product within the scope of the certificate and of changes in the organizational structure that will affect the system.

Examples of the mentioned changes are as follows; Changes in the address/addresses of the CUSTOMER, its scope, number of employees, number of branches and the address/addresses of these branch/branches, changes in the shareholding structure, changes in the commercial status, changes in the CUSTOMER officials and critical personnel, changes in the raw material/packing list within the scope of the relevant product, such as the change of technical personnel if determined by the rules depending on the product, the change of the production process depending on the relevant product, the change of personal data obtained within the scope of the contract

* 1. The CUSTOMER is obliged to keep all records (agreements, reports, CAPA records, etc.) related to the activities carried out by EZHAR during the validity of the certificate.
	2. The CUSTOMER is obliged to deliver all the documents required for the application to EZHAR before their inspection, experiment and audit.
	3. In order to evaluate the effect of the changes on the system or product, if necessary, EZHAR can perform additional inspections and audit for a fee. The CUSTOMER must make significant changes that may occur in the EZHAR certification and inspection system (standard procedures or rules) within the notified transition period.
	4. The CUSTOMER shall be responsible for recording the appeals and complaints of the third parties and customers within the scope of the certificate and shall inform EZHAR during the audit. The CUSTOMER must take required actions related to these complaints.

10.10 It is obliged to comply and keep up to date with EZHAR instructions, procedures, relevant regulations, related standards, these regulations, and all other legal documents related to it, and this text (General Conditions Text), which are published on [www.ezhar.com.tr.](http://www.ezhar.com.tr.)

10.11 The firm is obliged to pay the fee defined in the pricing instructions and service agreement as well as shall be responsible for payment of special or follow-up auditing anticipated by the relevant standards and regulations.

10.12 The CUSTOMER is obliged to stop using any kind of certificate and promotion materials that refer to the certificate after suspension and withdrawal of the certificate and shall immediately send the certificate to the EZHAR.

10.13 The CUSTOMER is responsible to work in accordance with the local legal regulations, laws, and legislations towards its activities. The companies that are seeking to have a certificate in the scope of the product conformity are obliged to act concerning all the rules including the CE marking about the products.

10.14 After the certification audits, if any changes occur in the external processes of the audited CUSTOMER, the certified CUSTOMER is obliged to notify EZHAR of this change.

10.15 The CUSTOMER raises an appeal according to PR.07 Assessment of Complaints and Appeals Procedure and if the CUSTOMER does not accept (not pleased with) the decision of the Appeal Committee, it can consult the relevant competent authority (Accreditation Agency or Relevant Ministries). When the objection specified in the EZHAR PR.07 Assessment of Complaints and Appeals Procedure exceeds the resolution period, the CUSTOMER may likewise apply to the relevant legal authority (Accreditation Agency or Relevant Ministries). The CUSTOMER may object to a decision taken by EZHAR regarding itself within thirty days (30 days).

10.16 The CUSTOMER is any natural or legal entity that manufactures a product or has a product designed or manufactured, and places it on the market under its own name or mark.

10.17 The CUSTOMER is responsible for the production and management of the certified products and systems in accordance with the relevant legal regulations.

10.18 The firm is responsible for designing and manufacturing the product(s) in accordance with essential or other legal requirements laid down by the relevant authorities.

10.19 The CUSTOMER can use the document given to it for the legal scope and address written on it. Otherwise, it accepts the sanctions to be applied in cases of misuse.

10.20 If the CUSTOMER gives copies of certification documents (documents, reports, etc.) to others, it is obliged to ensure that the documents are reproduced without damaging their integrity.

10.21 The CUSTOMER agrees that EZHAR will not provide consultancy services to the CUSTOMER in any way within the scope of conformity assessment or on issues related to this scope, and will not make a request in this direction.

10.22 When necessary and applicable, the Accreditation Body may visit EZHAR 's customer on-site and request information about the audit conducted by EZHAR, in order to examine an accredited service (EGAC, etc.) provided by EZHAR.

This text is composed of six pages and it is the indispensable part of the relevant EZHAR Service Contract. When signing the EZHAR Service Contract, it shall be considered that rules, rights and responsibilities in this text have been approved by the relevant parties. The changes that may occur in the text shall be announced through the website [www.ezhar.com.tr.](http://www.szutest.com.tr/) If any changes are made in the published documents, this amendment will be announced for 1 month in the website. Changes in the documents can be followed up- to-date on our website.