

Certification Agreement/ Contract de Certificare

Nr.	72 din 28.02.2023
Cod client Organism de certificare / Cosumer cod certification BODY	QACM 2228 ab
Organism de certificare / Certification Body	QUAY AUDYT UK

(entered according regulations of the Civil Code as later amended / *elaborat in conformitate cu prevederile specifice Codului Civil*)

Contracting Parties/ Partile Contractante:

Certified Subject/ Beneficiar Certificare:

Business name/Denumirea organizației: "ARIA GRUP" SRL

Registered office/ *Sediu Social*: MD-2059, str. Petricani, 23/5, mun. Chișinău, Republica Moldova

Working point/*Punct de lucru*: MD-2059, str. Petricani, 23/5, mun. Chișinău, Republica Moldova

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e-mail : aria_grup@mail.ru

Tax/VAT identification number/*Cod unic de inregistrare*: 1004600069769

Bank connection/*Cont deschis la Banca*: BC Moldindconbank SA, fil. Testimiteanu

Account number/ *Cod Iban*: MD8 3ML 000 000 002 251 202 285

Person acting on behalf of the company/*Reprezentant legal*: dl. HÎNCOTA Constantin, administrator.

Company registered in/*Organizație înregistrată în*: Republica Moldova

(hereinafter referred to also as "Certified Subject"/*denumita in continuare "Beneficiar Certificare"*)

Audit Executor/ Executor Audit:

Business name/Denumirea organizației: INTERNATIONAL CONFORMITY CERTIFICATION SRL

Registered office/ *Sediu Social*: Municipiul Chisinau, Comuna Truseni, str. 1 Mai , Nr.14 , Republica Moldova

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Tax/VAT identification number/*Cod unic de inregistrare*, cod fiscal 1012600032889

Bank connection/ *Cont deschis la Banca*: BC PROCREDITBANK SA filiala Chișinău

Account number/ *Cod Iban*: MD65PR002251104418001498

Person acting on behalf of the company/ *Reprezentant legal*: PUHA Ion, Directorul General

Company registered in/*Organizație înregistrată în*: Republica Moldova

(hereinafter referred to also as " Audit Executor "/*denumita in continuare " Executorul Auditului "*)

Article I/Articolul I

Subject Matter of Agreement/Obiectul Contractului de Certificare

1. Subject matter of the present Agreement is to carry out the following activities by the Audit Executor for the Certified Subject:

- Certification Audit of quality and environmental management systems in compliance with ISO 9001:2015, ISO 14001:2015, (hereinafter referred to as "Certification Audit")

- Arranging the issue of a management systems certificate in compliance with ISO 9001:2015, ISO 14001:2015 (hereinafter referred to also as "Certificate")

- Two Surveillance Audits focussed on compliance with conditions of managements system accordng ISO 9001:2015, ISO 14001:2015, (hereinafter referred to also as "Surveillance Audits")

Certification Body: ISO 9001, ISO 14001, ISO 45001, ISO 22000, ISO 27001, European Conformity (CE), International certification of products
România, Bulgaria, Moldova, Ukraine, Italy, Spain, Austria

Obiectul prezentului contract se refera la activitatile ce trebuie efectuate de catre Executorul Auditului in favoarea Beneficiarului Certificarii, respectiv:

- Audit de Certificare a sistemelor de management in conformitate cu ISO 9001:2015, ISO 14001:2015, (denumit in continuare Audit de Certificare)
- Emiterea unor certificate ale sistemelor de management in conformitate ISO 9001:2015, ISO 14001:2015, (denumit in continuare si "Certificat")
- Doua audituri de supraveghere bazate pe indeplinirea conformitatii cu cerintele sistemelor de management in conformitate cu ISO 9001:2015, ISO 14001:2015, (denumite in continuare si "Auditari de Supraveghere")

2. Activities under point 1 shall be carried out by the Audit Executor at the premises of the Certified Subject in the following areas:

RO

Fabricarea de uși și ferestre din aluminiu, oțel și PVC. Dezvoltare imobiliară. Lucrări de construcții hidrotehnice, a clădirilor rezidențiale și nerezidențiale, drumuri și altor proiecte ingineresti. Lucrări de demolare a construcțiilor, pregătire a terenurilor. Lucrări de instalații electrice și tehnico-sanitare. Lucrări speciale de construcții și finisare. Transport rutier de mărfuri. Depozitare

EN

Manufacture of aluminum, steel and PVC doors and windows. Development of Building Projects. Construction of Water Projects, Residential and Non-Residential Buildings, roads and Other Civil Engineering Projects. Demolition. Site Preparation. Electrical Installation and plumbing work. Other Specialised Construction Activities and finishing work. Freight Transport By Road. Storage

Cod CAEN: 2223, 2512, 4110, 4120, 4211, 5210, seria 429, 431, 432, 433, 439, 494

3. Audit Executor undertakes, in accordance with the terms and conditions hereof, to carry out activities under point 1 hereof for the Certified Subject (hereinafter referred to as "Audit") and the Certified Subject undertakes, in accordance with the terms and conditions hereof, to pay to Audit Executor the price for audit conduction.

Executorul Audit isi asuma raspunderea ca, in conformitate cu termenii si conditiile stabilite prin prezentul in scris, sa efectueze presteze activitatile de la punctul 1 in favoarea Beneficiarului Certificarii (denumit in continuare "Auditat"), iar Beneficiarul Certificarii se obliga ca, in conformitate cu termenii si conditiile stabilite prin prezentul in scris, sa achite Executorului Audit intregul tarif aferent activitatilor de auditare.

4. Certification body undertakes to review the audit outputs related to Certified Subject that are submitted by Audit Executor and to decide whether there shall be the certificate awarded to Certified Subject or not. For the duration of this contract, the certification body also undertakes to review whether Certified Subject meets the requirements for maintaining the certificate and, if there are facts set out in Art. VIII., decide to suspend or withdraw the certificate awarded to the Certified Subject.

Organismul de certificare se angajeaza sa revizuiasca documentele de audit legate de Beneficiarul Certificarii, care sunt procesate de catre Executorul Auditului si sa decida daca sa fie sau nu acordat certificatul. Pe durata acestui contract, organismul de certificare, de asemenea, se angajeaza sa verifice daca Beneficiarul Certificarii indeplineste cerintele necesare pentru mentinerea certificatului si, daca exista fapte prevazute in Art. VIII, sa decida suspendarea sau anulara certificatului acordat Beneficiarului Certificarii.

5. Organismul de certificare emitent a certificatelor de conformitate (ISO) : QUAY AUDIT UK
Certification Body Issuing Certificates of Conformity (ISO): QUAY AUDIT UK

Article II/Articolul II

Place and Time of Audit/Locul si data Auditului

1. The place of audit conduction is the registered office of the Certified Subject, at the Certified Subject's operation or other working places outside the company specified by INTERNATIONAL CONFORMITY CERTIFICATION SRL

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Locul efectuării auditului va fi sediul social al Beneficiarului Certificării, punctul de lucru al acestuia sau la locul desfășurării activității Beneficiarului Certificării sau alte locuri în afara companiei specificate de către INTERNATIONAL CONFORMITY CERTIFICATION SRL.

2. This Agreement has been entered into for the period necessary to complete the performance of the subject matter of the Agreement.

Acest contract este valabil pe perioada necesara finalizarii activitatilor stabilite prin obiectul contractului.

3. The parties have agreed that the audit shall be carried out as follows:

- The Certification Audit shall be carried out by 15.03.2023;
- The first Surveillance Audit shall begin within one year from the day of Certification Audit conduction; the Audit Executor shall be obliged to ask the Certified Subject within one month before the expiry of the stated period to enable the first Surveillance Audit, (by 15.03.2024);
- The second Surveillance Audit shall begin within 2 years from the day of Certification Audit conduction; the Audit Executor shall be obliged to ask the Certified Subject within one month before the expiry of the stated period to enable the second Surveillance Audit, (by 15.03.2025).

Partile contractante au convenit ca auditul sa se desfasoare astfel:

- *Auditul de certificare va fi efectuat pana la 15.03.2023;*
- *Primul audit de supraveghere va avea loc in decursul unui an de zile de la efectuarea auditului de Certificare; Executorul Auditului trebuie sa solicite Beneficiarului, inainte cu o luna de expirarea perioadei determinate, efectuarea primului auditului de supraveghere, (pînă la 15.03.2024);*
- *Al doilea audit de supraveghere va avea loc in decursul a 2 ani de zile de la efectuarea Auditului de Certificare; Executorul Auditului trebuie sa solicite Beneficiarului, inainte cu o luna de expirarea perioadei determinate, efectuarea celui de al doilea audit de supraveghere (pînă la 15.03.2025).*

4. Upon a duly justified written request by the Certified Subject, the Audit Executor may postpone the carrying out of the first or second Surveillance Audit. Neither of the stated Surveillance Audits may be postponed by more than 90 days and the Certified Subject may not repeatedly ask the postponement of any of the stated Surveillance Audits.

Pe baza unei solicitari justificate efectuata in scris de catre Beneficiarul Certificării, Executorul Auditului poate amana desfasurarea auditului de supraveghere. Niciunul din cele doua audituri de supraveghere nu poate fi amanat mai mult de 90 de zile, iar Beneficiarul nu poate solicita in mod repetat amanarea auditurilor de supraveghere.

Article III/Articolul III

Price of Audit and Payment Terms/Tarife de audit si conditii de plata

1. The parties have agreed that the Certified Subject shall pay to the Audit Executor for the audit a price of EUR 2600. The price is exclusive of value added tax (hereinafter referred to as "VAT"). Payments are going to be executed in LEI (to exchange NBM (National Bank of Moldova), from the day of issue invoice).

Partile au convenit că Beneficiarul va plati Executorului Auditului un tarif de 2600 EURO. Pretul nu include taxa pe valoare adaugata (denumit in continuare TVA). Plataile vor fi efectuate in LEI (la cursul BNM (Banca Națională a Moldovei) din data eliberării facturii proforme).

2. Price for carrying out the audit under point 1 of this article shall consist of the following:

- a) Price of the Certification Audit has been agreed in the amount of EUR 1400 EURO.
- b) Price of the first Surveillance Audit has been agreed in the amount of EUR 600 EURO.
- c) Price of the second Surveillance Audit has been agreed in the amount of EUR 600 EURO.

Tariful pentru desfasurarea activitatilor de audit de la punctul 1 al acestui articol este alcatuit din:

- a) *Tariful Auditului de Certificare stabilit la valoarea de 1400 EURO.*

Certification Body: ISO 9001, ISO 14001, ISO 45001, ISO 22000, ISO 27001, European Conformity (CE), International certification of products
România, Bulgaria, Moldova, Ukraine, Italy, Spain, Austria

- b) Tariful primului Audit de Supraveghere s-a stabilit la valoarea de 600 EURO.
c) Tariful celui de-al doilea Audit de Supraveghere s-a stabilit la valoarea de 600 EURO.

3. The payments are going to be executed before programming the certification or surveillance audit and the audit is not going to be carried out until payment is confirmed.

Platile vor fi efectuate pana la programarea auditului de certificare sau supraveghere iar auditul nu va fi realizat pana in momentul confirmarii platii.

4. Travel and accommodation costs of the audit team are supported by the Audit executor.

Cheltuielile de transport si cazare ale echipei de audit sunt suportate de catre Executorul Auditului.

Article IV/Articolul IV

Terms and Conditions of Performance of the Subject Matter of Agreement/Termenii si conditiile referitoare la desfasurarea activitatilor din obiectul prezentului contract

1. Audit Executor shall be obliged to carry out the audit properly, with professional care and at the time agreed herein.

Executorul Auditului este obligat sa efectueze auditul in mod corespunzator, profesional, conform orarului agreeat.

2. Audit Executor shall carry out the audit via:
Certification audit

Tip audit / Audit type	Numar zile / Number of days	Numar auditori/ Number of auditors
Audit initial de certificare / Initial certification audit	Audit stadiul 1/ audit stage 1	0,5
	Audit stadiul 2/ audit stage 2	1
Audit supraveghere 1/ Annual surveillance audit 1	1	1
Audit supraveghere 2/ Annual surveillance audit 2	1	1

3. At the same amount of contract agreed to point 1 of Article III, in case of the number of days in the schedule above are not sufficient to meet the Audit executor of all contractual obligations for the fulfillment of contractual object, then, Audit executor undertakes to supplement the number of days required in order to be fulfilled contractual obligations incumbent.

În cuantumul aceleiași tarif agreeat contractual la punctul 1 din Art. III, în situația în care numărul de zile prevăzute în orarul de mai sus nu sunt suficiente pentru îndeplinirea de către Executorul Auditului a tuturor obligațiilor contractuale pentru aducerea la îndeplinire a obiectului contractual, atunci, Executorul Auditului se obligă să suplimenteze numărul de zile necesare astfel încât să fie îndeplinite cumulativ obligațiile contractuale care îi incumbă.

Article VI/Articolul V

Performance Agreement/Desfasurarea contractului

1. Audit Executor shall carry out the audit in the following stages:

a) certification audit

- **stage audit** – it consists of management system open issues solving, review of management systems documentation, planning of 2. stage audit conduction

- **stage audit** – audit execution, review of management system documents implementation to use and its effectiveness, pointing out the strengths and improvement opportunities and elaboration of audit report.

b) **The first Surveillance Audit** – shall be carried out by the Audit Executor for the purpose of optimizing the management system within one year from the day of Certification Audit conduction; in the first Surveillance Audit, Audit

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Executor shall assess effectiveness of the management system; Audit Executor shall elaborate an audit report of the first Surveillance Audit.

c) **The second Surveillance Audit** – shall be carried out by the Audit Executor for the purpose of optimizing the management system within 2 years from the day of Certification Audit conduction; in the second Surveillance Audit, Audit Executor shall assess the effectiveness of the management system; Audit Executor shall elaborate an audit report of the second Surveillance Audit.

Executorul Auditului va efectua auditul in etape, dupa cum urmeaza:

a) **Etapa 1.a auditului** – consta in rezolvarea situatiilor sistemului de management, evaluarea documentatiei sistemului de management, planificarea etapei 2. de efectuare a auditului.

Etapa 2. a auditului- efectuarea auditului, evaluarea implementarii documentatiei sistemului de management si eficienta acesteia, evidentierea punctelor forte si a oportunitatilor de imbunatatire precum si elaborarea raportului de audit.

b) **Primul Audit de Supraveghere** – va fi efectuat de Executorul Auditului in scopul urmaririi mentinerii sistemului de management intr-un an de la data auditului de certificare; la primul Audit de Supraveghere, Executorul Auditului va evalua eficacitatea sistemului de management si va redacta un raport cu privire la primul Audit de Supraveghere.

c) **Al doilea Audit de Supraveghere** – va fi efectuat de Executorul Auditului in scopul urmaririi mentinerii sistemului de management in 2 ani de la data Auditului de Certificare; la al doilea Audit de Supraveghere, Executorul Auditului va evalua eficacitatea sistemului de management si va redacta un raport cu privire la al doilea Audit de Supraveghere.

2. After completion of the Certification Audit with a result that justifies the award of the Certificate in non accredited form, the Audit Executor shall submit to INTERNATIONAL CONFORMITY CERTIFICATION SRL all and any documents necessary for the final decision. Subsequently, INTERNATIONAL CONFORMITY CERTIFICATION SRL shall make a decision on the Certificate award.

Dupa incheierea Auditului de Certificare cu un rezultat ce justifica acordarea Certificatului in regim neacreditat international, Executorul Auditului va transmite in vederea examinarii de catre INTERNATIONAL CONFORMITY CERTIFICATION SRL toate documentele necesare deciziei finale. Ulterior, INTERNATIONAL CONFORMITY CERTIFICATION SRL va lua o decizie cu privire la acordarea Certificatului.

3. In a case that discovered nonconformities documented in the audit report of one of the audits carried out hereunder do not permit to issue the Certificate, the Certified Subject shall be obliged to eliminate the discovered nonconformities within an agreed period of time. The Certified Subject shall notify the Audit Executor factor in writing of the way of their elimination. After receiving of a written statement about the nonconformities elimination, Audit Executor shall conduct the short-notice surveillance audit to verify the elimination of detected nonconformities.

In cazul in care neconformitatile detectate si documentate in raportul unuia dintre auditurile efectuate nu permite emiterea Certificatului, Beneficiarul Certificarii va fi obligat sa remedieze neconformitatile detectate intr-o perioada de timp stabilita. Beneficiarul Certificarii trebuie sa notifice in scris Executorul Auditului asupra modului de remediere a neconformitatilor. Dupa primirea in scris a declaratiei privind solutionarea neconformitatilor, Executorul Auditului va proceda la realizarea auditului de supraveghere in scopul verificarii modului de eliminare a neconformitatilor detectate anterior.

Article VI/Articolul VI

Non-disclosure and Confidential Information Protection/Nedivulgarea si protectia informatiilor confidential

1. The Audit Executor shall be obliged to keep in strict confidence all and any information regarding the subject matter of the present Agreement as well as facts that the Audit Executor discovers during its performance.

Executorul auditului are obligatia de a pastra confidentialitatea informatiilor cu privire la continutul prezentului contract, precum si a faptelor descoperite pe parcursul desfasurarii sale.

2. The Audit Executor shall be obliged to protect and not to disclose any confidential information regarding the Certified Subject that it acquires during the carrying out of the audit. Confidential information are above all any

information and facts constituting trade secret, business plans and any other information and facts about the Certified Subject that are not generally known.

Executorul Auditului are obligatia sa protejeze si sa nu divulge informatiile confidentiale referitoare la Beneficiarul Certificarii, informatii dobandite in timpul auditarii. Informatiile confidentiale sunt, mai presus de toate, informatiile sau faptele ce constituie secrete comerciale, planuri de afaceri sau orice alte informatii sau fapte care nu sunt cunoscute in mod obisnuit despre Beneficiarul Certificarii.

3. The Certified Subject may revoke the non-disclosure obligation of the Certification Body. The approval must be in writing.

Beneficiarul Certificarii poate revoca obligatia Executorului Auditului de confidentialitate a informatiilor. Aprobarea trebuie sa fie in scris.

4. The non-disclosure obligation shall equally apply to

- The Audit Executor's employees,
- Other people whose services are used by the Audit Executor during the audit.

Clauza de confidentialitate se va aplica si in cazul:

- Angajatilor Executorului Auditului;*
- Altor persoane ce colaboreaza pe durata auditului cu Executorul Auditului*

5. The non-disclosure obligation shall not apply in the event that the purpose of disclosing such information is to prevent the commission of a crime imposed by law.

Clauza de confidentialitate nu se aplica in cazul in care divulgarea unor astfel de informatii are ca scop prevenirea comiterii unor infractiuni interzisa prin lege.

6. The Certified Subject shall be obliged not to disclose the content of the present Agreement and the facts that it discovers in connection with the acts by the Audit Executor during the performance of the subject matter hereof and which represent at the same time a trade secret, and facts that the Audit Executor expressly determines as facts that are not to be disclosed.

Beneficiarul Certificarii va avea obligatia sa nu divulge continutul prezentului Contract si a elementelor referitoare la Executorul Auditului descoperite pe parcursul desfasurarii activitatilor din prezentul contract, reprezentand in acelasi timp un secret comercial si fapte pe care Executorul Auditului le puncteaza ca fiind confidential.

7. The non-disclosure and confidential information protection obligation survives even after termination of the present Agreement until the moment when the information in question becomes generally known.

Obligatia de nedivulgare si confidentialitate a informatiilor se mentine si dupa incheierea prezentului contract, pana in momentul in care informatiile in cauza devin cunoscute in mod public.

Article VII/Articolul VII

Rights and Obligations of the Parties/Drepturi si obligatii ale partilor

1. The Certificate may only be awarded if the Certified Subject complies with the requirements of respective technical standards, and in the event that the Certified Subject fails to comply with these requirements after the Certificate award, "certification body" shall be obliged to withdraw the Certificate.

Certificatul va fi acordat doar daca Beneficiarul corespunde cerintelor standardului de referinta. In cazul in care Beneficiarul nu se conformeaza acestor cerinte dupa acordarea Certificatului, Organismul de certificare va retrage Certificatul

Certification Body: ISO 9001, ISO 14001, ISO 45001, ISO 22000, ISO 27001, European Conformity (CE), International certification of products
România, Bulgaria, Moldova, Ukraine, Italy, Spain, Austria

2. The Audit Executor shall be obliged to notify the Certified Subject of changes in certification procedures that have a direct influence upon it and shall be entitled and obliged to maintain and disclose a list of Certified companies together with the area where the Certificate is valid.

Executorul Audit va notifica Beneficiarul Certificarii asupra schimbarilor in procedurile de certificare ce au o influenta directa asupra Beneficiarului Certificarii si, numai la solicitarea expresa a Beneficiarului Certificarii exprimata in scris, va publica o lista a organizatiilor certificate impreuna cu domeniile de valabilitate ale certificatului.

3. Appeal against an act by "certification body"/*Recurs impotriva unei actiuni a Organismului de certificare*

a) In a case that "certification body":

- Does not issue a Certificate to the Certified Subject,
- Withdraws or declares void a Certificate,

the Certified Subject shall be entitled, within 30 days from the day of delivery of a notification of such a fact, to serve a notice of appeal against such act to the "certification body" Board of Directors. For the review of timeliness of filing an appeal, the imprint of a stamp of the post office that received the notice is definitive, not the date of its delivery.

In cazul in care Organismul de certificare

- nu emite Certificatul pentru Beneficiarul Certificarii,
- retrage Certificatul sau declara Certificatul nul,

Beneficiarul Certificarii va avea dreptul ca, in termen de 30 de zile de la data transmiterii unei notificari cu privire la un astfel de fapt, sa adreseze o cerere de recurs impotriva unei astfel de actiuni catre consiliul administrativ al Organismului de certificare. Pentru a determina daca instiintarea de recurs a fost adresata in timp util se va lua in considerare data aplicata pe timbrul postal aferenta primirii notificarii si nu data expedierii acesteia.

b) In a case that the Certified Subject does not invoke its right to appeal against the act by "certification body" stated in a), it shall be considered that it agrees with that act.

In cazul in care Beneficiarul Certificarii nu face recurs impotriva faptelor Organismului de certificare enuntate la punctul a), se va considera ca este de acord cu actiunile respective.

c) The notice of appeal must be in writing and addressed to the Audit Executor. In the notice of appeal the Certified Subject shall indicate the following:

- denomination "appeal"
- number and entering date of the Management System Certification Agreement
- act of "certification body" that it appeals against
- reasons why it considers the act by "certification body" to be incorrect

Recursul se efectueaza in scris si se va transmite Executorului Auditului. Beneficiarul Certificarii va indica in recurs urmatoarele:

- denumirea "recurs",
- numarul si data Contractului de Servicii de Certificare al Sistemului de Management,
- actiunea Organismului de certificare impotriva careia se formuleaza recursul,
- motivele pentru care actiunea Organismului de certificare este considerata incorecta.

d) "Certification body" Board of Directors shall be obliged to consider each appeal served by the Certified Subject directed to it, regardless of whether it contains all formal particulars stated in c).

Consiliul administrativ al Organismului de certificare va avea obligatia de a lua in considerare fiecare apel transmis de Executorul Auditului, indiferent daca contine sau nu toate detaliile formale stabilite la punctul c)

e) In a case that the Certified Subject serves a notice of appeal after the time limit stated in a), the Board of Directors shall reject its appeal due to late submission. In serious cases deserving special consideration the Board of Directors shall be entitled to ignore the fact that notice of appeal was not served on time.

In cazul in care Beneficiarul Certificarii transmite notificarea pentru recurs dupa expirarea perioadei limita stabilita la punctul a), consiliul administrativ va respinge recursul datorita intarzierii transmiterii acesteia. In cazurile speciale ce

necesita o atentie sporita, consiliul administrativ are dreptul sa ignore faptul ca notificarea pentru recurs nu a fost transmisa in timp util.

f) The Certified Subject shall be informed about its appeal in writing not later than 30 days from the day of delivery of the appeal to "certification body". In the event that "certification body" Board of Directors does not make a decision regarding the appeal within this period of time and does not send the decision on the appeal to the Certified Subject, it shall be considered that the appeal of the Certified Subject was "satisfied."

Beneficiarul Certificarii va fi informat in scris asupra recursului, nu mai tarziu de 30 de zile de la data notificarii Organismului de certificare. In cazul in care consiliul administrativ al Organismului de certificare nu va lua o decizie in decursul acestei perioade de timp si nu va trimite decizia asupra apelului catre Executorul Auditului, se va considera ca recursul intocmit de Beneficiarul Certificarii a fost acceptat.

4. The Certificate shall become valid on the day of its issue and shall remain valid for 1 year. In order to keep the Certificate valid during the three years, it is necessary to carry out the first and the second Surveillance Audit of the Certified Subject at the time specified herein and with a result justifying validity of the Certificate. In justified cases "certification body" may order a short-notice surveillance audit.

Certificatul este valabil din ziua emiterii sale si pana la expirarea perioadei de 1 an. Pentru a pastra valabilitatea Certificatului pe parcursul celor 3 ani aferenti prezentului contract, este imperios necesar ca primul si cel de-al doilea Audit de Supraveghere la Beneficiarul Auditului sa se desfasoare in perioada mentionata in prezentul in scris, iar rezultatul sa justifice validitatea Certificatului. In cazuri justificate, Organismul de certificare are dreptul sa desfasoare suplimentar un audit extraordinar de control sau urmarire.

5. Minimum 2 weeks before audit conduction commencement the Certified Subject shall be obliged to send to Audit Executor all documents related to the management system, which are requested by Audit Executor (e.g. quality manual, other documented procedures, register of environmental aspects, risks analysis, management system review report, etc.).

Cu cel putin 2 saptamani anterior inceperii auditului, Beneficiarului Certificarii va transmite Executorului Audit documentatia referitoare la sistemul de management solicitata de catre Executorul Audit (ex. Manualul calitatii, alte documente de procedura, registrul aspectelor de mediu, analiza riscurilor, raportul de evaluare al sistemului de management etc.).

6. Before the Certification Audit the Certified Subject shall be obliged to carry out a complete internal audit of the company (all management system processes must be audited) and the management system review in the scope where the audit shall be carried out in compliance with article I., section 2 hereof.

Inaintea desfasurarii auditului de certificare, Beneficiarul Certificarii are obligatia de a efectua un audit intern complet al organizatiei (procesele sistemului de management trebuie auditate in totalitate) si sa evalueze sistemul de management al domeniilor de aplicare ale auditului, conform articolului I, sectiunea 2.

7. The Certified Subject shall be obliged to enable the team of auditors of Audit Executor to inspect the records regarding the area of validity of the management system, access to organizational divisions that the certification applies to and to provide all necessary cooperation that Audit Executor may ask for. Cooperation provision by the Certified Subject according to points 5., 6. and 7. is a mandatory condition for audit performance and such condition is to be considered to be an essential Agreement breach the Certified Subject.

Beneficiarul Certificarii are obligatia de a permite echipei Executorului Audit sa verifice documentele referitoare la domeniul de valabilitate al sistemului de management si accesul la toate departamentele organizatiei din domeniul de certificare si sa acorde sprijinul solicitat de catre Organismul de Certificare. Cooperarea Beneficiarului Certificarii in conformitate cu punctele 5., 6. si 7. este o conditie esentiala pentru efectuarea auditului, iar nerespectarea acestei obligatii constituie incalcarea grava a prevederilor contractuale.

8. The Certified Subject shall be obliged to ensure the audit performance at the place specified by Audit Executor (in the registered office, operation or other working places outside the company). In a case of objective or subjective

reasons of the Certified Subject, the audit conducting on the place specified by Audit Executor is not possible, the Certified Subject shall immediately inform Audit Executor. Possible additional costs can arise for the Audit Executor that are related to impossibility of agreed audit conducting at the term and place specified by Audit Executor. Such additional costs are to be supported by the Certified Subject. Before expressing this quality implementation costs, executor Audit is required to submit notification and prior approval of the Employer Certification of those costs. Additional costs will be agreed jointly by the Parties. Audit executor can not pay the beneficiary requires Certification of costs deemed too expensive by it.

Beneficiarul Certificării este obligat sa asigure desfasurarea auditului la locul specificat de Executorul Audit (la sediul societatii, puncte de lucru sau orice alte spatii de desfasurare a activitatii aflate in afara societatii). In cazul aparitiei unor motive de natura subiectiva sau obiectiva ale Beneficiarului Certificării care fac imposibila desfasurarea auditului la locul specificat de Executorul Audit, Beneficiarul Certificării va fi obligat sa informeze imediat Executorul Audit cu privire la aceste aspecte. Eventuale costuri aditionale ale Executorul Audit referitoare la imposibilitatea finalizării auditului la data si locul specificat de Executorul Audit pot surveni. Beneficiarului Certificării va fi obligat la plata acestor costuri suplimentare. Anterior realizării acelor costuri, Executorul Auditului este obligat să supună înștiințării și aprobării prealabile a Beneficiarului Certificării a respectivelor costuri suplimentare. Costurile suplimentare vor fi agreeate împreună de către părți. Executorul Auditului nu poate impune suportarea de către Beneficiarul Certificării a unor costuri considerate prea oneroase de către acesta.

9. After Certificate award the Certified Subject shall be obliged to inform Audit Executor about all substantial changes in organization structure, which can essentially influence the management system.

Ulterior acordarii Certificatului, Beneficiarul Certificării este obligat sa informeze Executorul Audit cu privire la modificarile esentiale in cadrul structurii organizatorice care pot influenta sistemul de management.

10. The Certified Subject shall be obliged to record and document to the auditor during the audit all complains regarding the management system and their solutions.

Beneficiarul Certificării are obligatia ca, in timpul auditului, sa documenteze si sa informeze auditorul asupra neconformitatilor sistemului de management si modul de solutionare al acestora.

11. For the purpose of "certification body" accreditation, the Certified Subject agrees that in case of need it will cooperate in a witness assessment (i.e. participation of an accreditation body, "certification body" representative, or a respective supervising authority at the Certification/Surveillance Audit) or enables accreditation body, within its supervision of "certification body", to examine the "certification body" records about the Certified Subject. For this purpose the Certified Subject agrees with the publication of confidential information to the accreditation body. Publication of confidential information by the accreditation body is not considered to be the Agreement breach according to article VI. of this Agreement.

In scopul acreditării Organismului de certificare, Beneficiarul Certificării este de acord ca in cazul in care este necesar sa coopereze in cadrul unei evaluari martor (de ex. participarea unui organism de acreditare sau a unei autoritati de supraveghere pe parcursul unui audit de certificare sau de supraveghere) sau sa permita organismului de acreditare, pe parcursul supravegherii Organismului de certificare, examinarea rapoartelor Organismului de certificare referitoare la Beneficiarul Certificării. In acest scop, Beneficiarul Certificării este de acord ca informatiile confidentiale sa fie transmise organismului de acreditare. Divulgarea informatiilor confidentiale de catre organismului de acreditare nu va fi considerata incalcare a contractului conform articolului VI al contractului.

12. The Certified Subject shall be obliged, after the awarding of the management system certificate, to comply with all requirements stated herein and in Enclosure N° 1 hereto, as well as with requirements arising from respective technical standards or determined during the audit conduction, and to immediately notify Audit Executor of the failure to comply with them (if any).

Dupa acordarea Certificatului pentru sistemul de management, Beneficiarul Certificării are obligatia de a se conforma cerintelor stabilite in prezentul in scris si celor stabilite in Anexa nr. 1, precum si celor prevazute de standardele de referinta sau stabilite pe parcursul auditarii si sa notifice imediat Executorului Audit nerespectarea acestor obligatii (daca este cazul).

13. The requirements under point 12. of this article are mainly:

- a) specification, establishing and maintenance of the management system,
- b) monitoring the whole management system led by an authorized person for the management system; this person is authorized to give to the Certified Subject definite expert instructions,
- c) internal audits conduction in all facilities of the Certified Subject.

Cerintele la care se face referire la punctul 12 al acestui articol sunt urmatoarele:

- a) *definirea, proiectarea si mentinerea sistemului de management,*
- b) *monitorizarea intregului sistem de management de catre o persoana autorizata pentru managementul calitatii,*
- c) *efectuarea auditurilor interne in toate locatiile Beneficiarului Certificarii.*

Article VIII/Articolul VIII

Certificate suspending and withdrawal/Suspendarea si retragerea certificatului

A. Certificate suspending/ Suspendarea certificatului

1. Reasons for Certificate suspending:

Management system Certificate can be suspended to Certified Subject following these facts:

- a) Surveillance/short-notice surveillance audit results show that the Certified Subject does not fulfil all requirements specified in art. VII. point 12.,
- b) Non-elimination of serious nonconformities within agreed term (max 60 days) discovered during surveillance/short-notice surveillance audit,
- c) Non-allowance of surveillance audit performance within the term according to Certification Agreement,
- d) Non-allowance of short-notice surveillance audit performance,
- e) Breaking of information duty – in communication of changes, which essentially influence management system function,
- f) Misuse of “certification body” Certificate or certification mark,
- g) Non-performance of any obligation against “certification body” – not even within 30 days after the fulfilling term,

Motive de suspendare ale certificatului:

Certificatele Beneficiarului Certificarii sistemului de management pot fi suspendate in urmatoarele cazuri:

- a) *Rezultatele supravegherii/auditului de supraveghere indica faptul ca Beneficiarului Certificarii nu indeplineste toate cerintele specificate in Art. VII. Alineat 12.,*
- b) *In cazul in care neconformitatile descoperite pe parcursul supravegherii/auditului de supraveghere nu au fost remediate in timp util (maxim 60 zile),*
- c) *Nepermiterea finalizarii auditului de supraveghere in termenul prestabilit in contract,*
- d) *Nepermiterea realizarii auditului de supraveghere,*
- e) *Nerespectarea instiintarii cu privire la modificarile care influenteaza functionarea sistemului de management,*
- f) *Utilizarea frauduloasa a certificatelor Organismului de certificare sau a marcii acesteia,*
- g) *Nerespectarea obligatiilor impotriva Organismului de certificare - in termen de 30 zile de la implinirea termenului,*

2. Procedure of Certificate suspending

In a case of determination of some facts specified in point 1. “certification body” shall issue „Decision on Certificate suspending“, where the reasons for Certificate suspending and requirements for Certificate renovation achievement are specified. This decision is delivered to the Certified Subject and the information about certification suspending is published on “certification body” web page.

Procedura de suspendare a certificatului

In cazul producerii unor evenimente specificate in alineatul 1. Organismul de certificare va emite „Decizie de suspendare a certificatului“, in care au fost specificate motivele pentru suspendarea certificatului si cerintele pentru reinnoirea certificatului dobandit sunt specificate. Respectiva decizie va fi transmisa Beneficiarului Certificarii, urmand ca informatiile cu privire la suspendarea certificatului sa fie publicate pe pagina web a Organismului de certificare.

3. The Certified Subject has no right to use “certification body” Certificate and certification mark nor to refer to certification during Certificate suspending. Maximum term for Certificate suspending is 60 days from the publishing date of the Certificate suspending information on “certification body” web page. If the reason for the Certificate suspension continues after the expiration of mentioned term, “certification body” shall withdraw the Certificate definitely.

Beneficiarul Certificării nu are dreptul de a folosi certificatul Organismului de certificare, marca acestuia sau sa faca referire la Certificare pe parcursul suspendării Certificatului. Termenul maxim de suspendare a certificatului este de 60 de zile de la publicarea informatiilor cu privire la suspendare pe pagina web a Organismului de certificare. Daca motivul de suspendare continua dupa expirarea termenului mentionat anterior, Organismul de certificare va retrage definitiv Certificatul.

4. If requirements specified in Decision on Certificate suspending were fulfilled within appointed time, "certification body" shall issue „Decision on Certificate renovation“. This decision is delivered to the Certified Subject and published on "certification body" web page.

Daca cerintele specificate in Decizia de Suspendare a certificatului sunt indeplinite in timp util, Organismul de certificare va emite „Decizie de reinnoire a Certificatului“. Respectiva decizie va fi transmisa Beneficiarului Certificării si publicata pe pagina web a Organismului de certificare.

B. Certificate withdrawal/Retragerea certificatului

1. Reasons for Certificate withdrawal:

Management system Certificate withdrawal can be executed following these facts:

- The reason for Certificate suspending was not eliminated within appointed time 60 days,
- Determination that the Certified Subject uses Certificate or refers to it during the Certificate suspending time,
- Assets of customer is in bankrupt or the bankruptcy proceeding was rejected or stopped because of lack of assets or a petition for bankruptcy was not filed proper the assets is insufficient for the payment of preliminary administrator expenses,
- The Certified Subject request.

Motivele de retragere a certificatului:

Retragerea Certificatului sistemului de management poate fi aplicata in urmatoarele cazuri:

- Motivul pentru care certificatul a fost suspendat nu a fost inlaturat in termen de 60 de zile,
- Confirmarea faptului ca Beneficiarul Certificării foloseste certificatul sau face referire la acesta pe durata suspendării,
- Falimentul clientului sau procedura de faliment a fost respinsa sau oprita datorita lipsei patrimoniului sau nu a fost inaintata cererea de faliment, patrimoniul este insuficient pentru acoperirea platii sau a costurilor preliminare,
- La cererea Beneficiarului Certificării

2. Procedure for Certificate withdrawal

In a case of determination of some facts specified in point 1. "certification body" shall issue „Decision on Certificate withdrawal“, in which the reasons for Certificate withdrawal are specified. This decision is delivered to the Certified Subject and the information about Certificate withdrawal is published on "certification body" web page.

2. Procedura de retragere a certificatului

In cazul aparitiei situatiilor prevazute in alineatul 1, Organismul de certificare va emite o „Decizie de retragere a Certificatului“ care va mentiona motivele de retragere a acestuia. Aceasta decizie va fi transmisa Beneficiarului Certificării si informatiile referitoare la retragerea certificatului vor fi publicate pe pagina web a Organismului de certificare.

1. This Agreement has been made in two copies, one copy for each party.

Prezentul contract a fost intocmit in 2 exemplare, cate un exemplar pentru fiecare dintre parti.

2. Principles of using "certification body" Certification Mark by the Certified Subject and certain provisions on the use of the management system certificate are constituted in Enclosure 1 hereto which becomes binding on both parties on the day when the present Agreement becomes effective.

Principiile de folosire a marcii de certificare a Organismului de certificare de catre Beneficiar si anumite prevederi legate de folosire a certificatului sistemului de management se regasesc in Anexa 1 atasata, devenind obligatorie pentru ambele parti la data intrarii in vigoare a prezentului contract.

3. The parties testify that this Agreement is governed by the provisions of Moldavan laws.

Partile declara ca acest contract va fi guvernata de legea Moldovenească.

Certification Body: ISO 9001, ISO 14001, ISO 45001, ISO 22000, ISO 27001, European Conformity (CE), International certification of products
România, Bulgaria, Moldova, Ukraine, Italy, Spain, Austria

4. This Agreement has been made in two language versions - Romanian and English. In case of different interpretation caused by differences between the English and Romanian version, the English version shall take precedence.

Acest contract a fost redactat in doua limbi - Romana si Engleza. In cazul unor diferente cauzate de diferentele dintre versiunea in engleza si cea romana, versiunea in limba romana va prevala.

5. All modifications and supplementations hereto shall have a form of written amendments signed by authorized people of both parties.

Toate modificarile si adaugarile la acest Contract vor lua forma unor amendamente scrise semnate de catre reprezentantii autorizati ai ambelor parti.

6. This Agreement shall become valid and effective on the day of its signing by both parties.

Acest Acord va intra in vigoare in ziua semnarii sale de catre ambele parti.

7. By their signatures the parties have confirmed that they agree with the content of the Agreement as well as with the consequences arising hereof.

Prin semnarea lor, partile confirma ca sunt de acord cu continutul contractului si cu consecintele ce pot rezulta de aici.

Chisinau, on/ in data de: 28.02.2023

Chisinau, on/ in data de: 28.02.2023

Certified Subject / Beneficiarul serviciilor de
certificare:

„ARIA GRUP” S.R.L.

HÎNCOTA Constantin,
Director

Audit Executor / Executor Audit:

INTERNATIONAL CONFORMITY CERTIFICATION SRL

PUHA Ion
Director General

Certification Body/ Organism de Certificare



Rules for usage of the INTERNATIONAL CONFORMITY CERTIFICATION SRL certification mark and some establishments about usage of a management system certificate.

Reguli de folosire a marcii de certificare INTERNATIONAL CONFORMITY CERTIFICATION SRL si cerinte de utilizare a certificatului sistemului de management:

1. After the grant of a management system certificate, its holder is qualified to use QUAY AUDIT UK LIMITED certification mark. QUAY AUDIT UK LIMITED certification mark (below only "certification mark") can be used only in line with these rules.

Dupa acordarea certificatului pentru conformitatea sistemului de management, posesorul are dreptul sa foloseasca marca de certificare QUAY AUDIT UK LIMITED. Marca de certificare QUAY AUDIT UK LIMITED (denumita mai departe doar "marca de certificare") poate fi folosita doar in conformitate cu aceste reguli.

2. Certification mark cannot be used for the scope of activities, which were not Certified. If the holder uses certification mark well in the way which could evoke illusion that the certification mark relate to activities unCertified by INTERNATIONAL CONFORMITY CERTIFICATION SRL, holder is liable to ensure for this actuality in the fresh page of the actual document by the sentence: "in the areas ... (the list of areas) INTERNATIONAL CONFORMITY CERTIFICATION SRL management system certification mark is not valid".

Marca de certificare nu poate fi utilizata pentru domeniile de activitate care nu au fost certificate. Daca posesorul foloseste marca de certificare intr-o maniera prin care ar putea induce in eroare asupra faptului ca marca de certificare are legatura cu activitatile necertificate de catre INTERNATIONAL CONFORMITY CERTIFICATION SRL, posesorul este obligat sa consemneze pe documentele aferente afirmatia: "in domeniile ... (lista domeniilor) marca de certificare a sistemului de management INTERNATIONAL CONFORMITY CERTIFICATION SRL nu este valida. Daca un posesor al certificatului detine mai multe puncte de lucru, marca de certificare va fi folosita doar in punctele in care a avut loc certificarea. Acest principiu se aplica si in cazul utilizarii marcii de catre organizatia mama, in alte companii detinute sau din grup.

3. In the case of interest of the Certified subject in emphasizing of reality that a product, service respectively other activity was made respectively performed in the conditions of Certified management system, this sentence should be e.g. put on the cover of the product: "This product (this service) was made (was offered) in the conditions of a Certified management system, which covers requirements of the standard ISO 9001:2015, ISO 14001:2015, and this system was Certified by INTERNATIONAL CONFORMITY CERTIFICATION SRL

In cazul in care beneficiarul este interesat in a evidentia faptul ca produsul, serviciul, respectiv o activitate a fost realizata in conditiile Certificarii sistemului de management, aceasta sintagma ar trebui aplicata de exemplu pe ambalajul produsului "Acest produs (serviciu) a fost produs (oferit) in conditiile unui sistem de management certificat, indeplinind cerintele standardului ISO 9001:2015, ISO 14001:2015, iar sistemul este certificat de catre INTERNATIONAL CONFORMITY CERTIFICATION SRL.

4. Certification mark could be used on advertising and marketing materials and goods. Advertising and marketing materials or goods are not samples of products made by Certified subject, if the Certified subject does not produce products normally used like advertising materials. In this case certification mark can be used only for products assessed for advertising of a holder, which are free given to potential or present clients of a holder.

Marca de Certificare poate fi folosita pe materiale si produse promotionale. Materialele si produsele promotionale nu trebuie sa fie mostre ale produselor realizate de catre beneficiarul. In acest caz, marca de certificare poate fi utilizata doar pentru produsele stabilite ca materiale promotionale, fiind distribuite gratuit clientilor.

5. Only with the complete adherence of these rules written in this document the holder can use certification mark in the business correspondence (letters heads, envelopes and so on...) and in advertising of Certified areas and it shall not be used in documents, which do not have connection with Certified areas.

Conformarea cu regulile scrise in acest document ii permite posesorului sa foloseasca marca de certificare in corespondenta de afaceri (antet, plicuri etc.), si in promovarea domeniilor certificate si nu va fi utilizata in documente care nu au legatura cu domeniile certificate.

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telefon mobil : 078-70-9001, iso9001deliu@gmail.com
078-70-9006, contact@iso9001.md

Cod: OF-MD-QA
2.0 / 01.01.2021

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Quay Audit UK Ltd. & Bluesun Mark Organics
Grove House, 8 St. Julian's Friars, Shrewsbury SY1 1XL
England Tel: +44 (0)1743 351677
Email: post@quayaudit.co.uk

Certification Body: ISO 9001, ISO 14001, ISO 45001, ISO 22000, ISO 27001, European Conformity (CE), International certification of products
România, Bulgaria, Moldova, Ukraine, Italy, Spain, Austria

6. If the third party will ask for responsibility of INTERNATIONAL CONFORMITY CERTIFICATION SRL by a title of anti-contractual or illegal usage of a certificate or of a certification mark from the side of a holder, holder has to disburden INTERNATIONAL CONFORMITY CERTIFICATION SRL in full rate from all requirements of the third party. It applies the same for the acts of a subject's invocations on the basis of advertising from the side of a holder.

Daca o terta parte va informa INTERNATIONAL CONFORMITY CERTIFICATION SRL de folosirea ilegala a unui certificat sau a unei marci de certificare de catre un beneficiar, acesta trebuie sa absolve INTERNATIONAL CONFORMITY CERTIFICATION SRL de orice raspundere catre terta parte.

7. Certification mark INTERNATIONAL CONFORMITY CERTIFICATION SRL shall not be used in the way which signifies that certification body assumes responsibility for quality of products, services and other activities of a holder.

Marca de certificare INTERNATIONAL CONFORMITY CERTIFICATION SRL nu va fi utilizata pentru a semnifica responsabilitatea organismului de certificare pentru calitatea produselor, serviciilor si a altor activitati ale beneficiarului.

7.1 It is also possible to use certification mark in different colouring from official display , in this case only one colour can be used for the whole certification mark.

Este permisa folosirea marcii de certificare in alte culori decat cele oficiale , dar in cazul in care se poate utiliza O singura culoare pentru intreaga marca de certificare

7.2 It is also possible to use other sizes of certification mark like it is in official , but it is necessary to remain the ration of certification sides according to official display.

Este permisa folosirea marcii de certificare in marimi diferite fata de cea oficiala , dar este important sa se pastreze aspectul proportional al marcii in conformitate cu aspectul oficial.

7.3 After the end of beneficial use the holder is obligatory to forbear of any usage of certification mark.

Dupa incheierea dreptului de utilizare, beneficiarul are obligatia sa inceteze folosirea sub orice forma a marcii de certificare.

Chisinau, on/ in data de: 28.02.2023

Chisinau, on/ in data de: 28.02.2023

Certified Subject / Beneficiarul serviciilor de
certificare:

Audit Executor / Executor Audit:

„ARIA GRUP” S.R.L.

INTERNATIONAL CONFORMITY CERTIFICATION SRL

HÎNCOTA Constantin,
Director

PUHA Ion
Director General

Certification Body/ Organism de Certificare



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