國際認可認証有限公司
Accredited Certification International Limited

ACI Regulations

A. Introduction of the Regulations

ACI Regulations (hereinafter referred as "the Regulations") govern the certification scheme including management system certification and product certification and GHG emission verification scheme operated by Accredited Certification International (ACI) Limited. They shall remain in force for any Business who is certified or verified under the Scheme or applying for certification or verification under the Scheme, and will be subject to adjustment or amendment according to any prevailing requirements from time to time or when ACI thinks fit. For any substantial revision of the Regulations such as the change of the existing requirements and/or addition of new requirements for the observance and performance of any Business, a notice in writing of such amendments/revisions should be given by ACI to notify a Business of the date by which it must comply with the altered Regulations an/or Scheme. Following the date of effectiveness of the revised Regulations and/or Scheme ACI shall use its best efforts to verify that each Business carries out any necessary adjustments to its procedures and/or management system within such time, as ACI considers reasonable. Failure to comply with the Regulations or the revised Regulations after the deadline may lead to suspension or withdraw of certificate(s) of certified Business who shall also be liable for any legal or financial consequence such incurred. The Regulations shall be construed in accordance with the laws of Hong Kong and shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

B. Interpretation of key words

1. ACI means Accredited Certification International Limited.
2. Appeals Panel is for hearing appeals relating to the Scheme. The panel shall not have any direct interest in the topics of the appeal. A Panel shall consist of the Chairman of the Governing Board or his appointed deputy and at least two other members.
3. Applicant is a person, company or business which has formally applied for a certification or verification but it has not yet been commenced.
4. Business is an organization, corporate or unincorporated body which has been granted a Certificate or Verification Opinion or who has engaged ACI to carry out certification or verification services.
5. Environmental Management System means that part of overall management system, which

includes organization structures, resources, responsibilities, planning, processes, practices and procedures for developing, implementing, achieving, reviewing and maintaining the environmental policy.

6. ISO 90001 is a quality management systems standard published by ISO (the International Organization for Standardization).
7. ISO 14001 is an environmental management systems standard published by ISO (the International Organization for Standardization).
8. ISO 50001 is an energy management systems standard published by ISO (the International Organization for Standardization).
9. ISO 45001 is an occupational health and safety management systems standard.
10. ISO/IEC 17021-1, published by ISO (the International Organization for Standardization) and IEC (the International Electrotechnical Commission), is a part of ISO/IEC 17021 series which specifies requirements for bodies providing audit and certification of management systems. It gives generic requirements for such bodies performing audit and certification in the field of quality, the environment and other types of management systems. Observance of these requirements is intended to ensure that certification bodies operate management system certification in a competent, consistent and impartial manner, thereby facilitating the recognition of such bodies and the acceptance of their certifications on a national and international basis.
11. Management System Documents is a document setting out the specific practices, resources and sequence of activities relevant to a particular product, service, contract or project in relation to the Management System.
12. Occupational Health and Safety Management System means the organizational structures, resources, responsibilities, planning, processes, practices and procedures for developing, implementing, achieving, reviewing and maintaining the occupational health and safety management.
13. Quality Management System means the organizational structures, resources, responsibilities, planning, processes, practices and procedures for developing, implementing, achieving, reviewing and maintaining the quality management.
14. Energy Management System means the organizational structures, resources, responsibilities, planning, processes, practices and procedures for developing, implementing, achieving, reviewing and maintaining the energy management.
15. IAF means International Accreditation Forum
16. ISO means International Organization for Standardization
17. HKAS means Hong Kong Accreditation Service
18. Other accreditation bodies mean accreditation bodies who accredited the certification services of ACI

19. Verification means process for evaluating a statement of historical data and information to determine if the statement is materially correct and conforms to criteria
20. GHG means greenhouse gas which is gaseous constituent of the atmosphere, both natural and anthropogenic, that absorbs and emits radiation at specific wavelengths within the spectrum of infrared radiation emitted by the Earth's surface, the atmosphere and clouds
21. QSPSC refers to Quality Scheme for the Production and Supply of Concrete in which the current version is version 8 issued on 21 November 2014
22. HKQAA refers to Hong Kong Quality Assurance Agency
23. Product Certification refers to certification of products is a means of providing assurance that they comply with specified requirements in standards and other normative documents.

C. Policy of impartiality

ACI commits to and upholds impartiality. ACI understands the importance of impartiality in carrying out its management system certification and GHG emission verification activities and will manage conflict of interest to ensure the objectivity of its management system certification and GHG emission verification activities.

D. Policy on acceptance of advantage and conflict of interest

ACI regards honesty, integrity and fair play as our core values that must be upheld by all staff members and directors/Governing Board members of ACI at all times. ACI commits to good governance and ethical practices.

Further, ACI adopts a zero tolerance policy towards corruption and fraud. ACI prohibits our staff, directors and board members from soliciting and accepting money, gifts, expensive accommodation, lavish meals and unnecessary treats from the organization under business dealings with ACI.

Staff, directors and board members of ACI are required to sign an undertaking of conflict of interest and keep declaring and reporting any actual and potential conflict of interest. On the other hand, ACI has stringent procedures on monitoring the conflict of interest and to manage any reported conflict of interest.

Any parties are welcomed to make enquires and report any violation of ACI Policy on acceptance of advantage and conflict of interest through the way clearly stipulated in the "Appeal and

Complaint" procedure on ACI website.

E. Management System Certification, Product Certification and GHG Emission Verification

1. For Certification, an Applicant that fully complies with the Regulations and the management system standards that ACI offers certification and auditing services and that it carries on business and who gives to ACI such undertakings and proof on the Applicant's legal status as it may require shall be entitled to apply for relevant certification of relevant management system standard to obtain the relevant Certificate(s) but in any event subject to the result of the audit and the final decision of the certification reviewer. The Certificate(s) thus granted and the relevant audit report(s) shall nevertheless remain the property of ACI. A separate Certificate will be issued in respect of each certification for which an application is made. ACI will certify a Business for a period of 3 years from the date of certification decision through various surveillance activities subject to the results of such surveillance activities and provided always that the Business strictly complies with the Regulations and other certification requirements. Such certification shall be renewed through a Renewal Audit before the expiration of the 3-year period subject to the result of the Renewal Audit and the final decision of the certification reviewer. A Business shall not sub-license nor assign nor transfer the right to use the Certificate or logo.

2. If a Business does not intend to renew its certification, it must notify ACI in writing 3 months in advance before the expiration of the Certificate(s). If a Business wishes to terminate certification, it must give ACI 3-month notice in writing.

3. ACI will check a Business for any incorrect references to the management system certification or misleading use of Certificates and logos found in advertisement, catalogues, etc. during surveillance visits and reassessments.

4. ACI implements ISO 17021-1 in relation to its management system certification services.

5. ACI offers ISO 9001:2015 (QMS), ISO 14001:2015 (EMS), ISO 45001:2018 (OHSMS) and ISO 50001:2018 (EnMS) certification schemes for any Business applying for certification.

6. For GHG emission verification, any organization compiling a GHG emission statement in

accordance with ISO 14064-1:2018 and fulfilling other ACI GHG Verification Program requirements can apply for ACI GHG emission verification services. If application was accepted, ACI will send verification team to conduct such service and subject to the verification result to issue relevant verification opinion and report.

7. ACI conducts GHG emission verification services in accordance with ISO 14064-3:2019.

F. Schedule of Fee

1. A Business shall pay an application and document assessment fee for each application for certification or verification and an annual fee for each Certificate granted payable in every 12-month period. The first annual fee shall be payable by a Business upon award of a Certificate. There shall be no refund of the annual fee that a Business has its certification rights to suspend or withdraw or terminate the certification. Audit fees for first stage assessment, pre-audits (optional), certification audit, follow up visit, surveillance visit, reassessment, conversion audits, extension audits and verification shall be charged according to the actual mandays and the prevailing manday unit rate. Other fees for any accreditation marks, overseas traveling expenses, meals and accommodation costs incurred by ACI in relation to audit, certification and verification activities shall be borne by the Business unless otherwise agreed by ACI and the Business. Any additional costs incurred by ACI due to a Business's non-compliance with these Regulations, and related activities shall be paid by the Business.

2. All the above fees to be paid by a Business shall be those fees that ACI believe in its discretion to be fair and reasonable. The rate or amount of such fees may be increased from time to time by ACI without prior notice to a Business. The application fee and documentation assessment fee shall be paid by an Applicant upon submission of application. First stage assessment, pre-audit (optional), certification audit, verification and follow up visit shall be payable in advance before this work is undertaken by ACI. Surveillance visit, reassessment, conversion audits, extension audits, overseas traveling expenses reimbursement and annual fee shall be payable according to the "Payment Terms" specified on the invoice. All fees paid shall be non-refundable and shall not be subject to set-off or deduction. If a Business fails to pay the fees on their respective due dates, ACI shall be entitled to charge a 5% surcharge on the outstanding fee per month until the settlement of the due payment and surcharge.

3. Failure or delay to make any of the abovementioned payment which is due to ACI will lead to termination, suspension or withdrawal of any certificate(s) or verification opinion already granted or unsuccessful application for certification or verification.

4. Other service fees not mentioned above shall be paid by a Business according to the agreement made by ACI and the Business.

G. Business' Obligations

1. A Business shall claim compliance with the Scheme with respect only to those activities that a Business was certified under the Scheme. A Business shall establish, document and maintain a Management System in accordance with the appropriate standards, or other normative documents as agreed with ACI in respect of all business activities certified, and make available copies of all or any part of the management system documents should ACI requires such to be lodged with ACI for reference purposes. A Business shall timely notify ACI in writing any changes and/or intended changes to the Business's management system or management or operations or legal status or other changes which may affect the capability of the Business or the management system to continue to fulfill the requirements under the Scheme and the Regulations.

2. A Business shall not use its certification including the certificates and ACI certification logo to bring ACI into dispute. It shall not make any statement regarding its certification, which may be considered misleading or unauthorized or implied to other kind of certification other management system certification. A Business shall ensure that its certification documents or any part, the Logo and the trademarks and trade names of ACI are not used in a misleading manner and unlawful way. A Business shall give ACI access during normal working hours to the offices or sites carrying out works or providing services falling within the scope of certification for the examination of materials, processes, finished articles, methods of testing or operation, records and systems. As a holder of an accredited certificate, a Business is obliged to provide, on request, access to the assessment team of the accreditation body to witness of ACI's auditing team performing an audit at the site.

3. A Business shall provide ACI on request samples of brochures, promotional materials or products of any their products which may be tested by an accredited laboratory to confirm conformance to standards claimed directly or by inference by a Business in its management system documents. A Business shall use certification only to indicate that the Business's

management System is in conformity with the appropriate standards or other normative documents. This does not mean that a product or service is certified by ACI. A Business shall make the records of all complaints and corrective actions taken in accordance with the appropriate management standards or other normative documents available to ACI.

4. The Business acknowledges that the certification of its management system(s) by ACI in accordance with the Scheme and any continuing certification has or will in part be based upon documentation and records which the Business has provided or will provide to ACI. Therefore, the Business hereby warrants that all such documents and records in the past and in the future will be entirely accurate and genuine and complete and will not in any way be falsely amended or faked for the purposes of audit and certification. The Business's continuing certification hereunder is conditional on the Business complying strictly with this warranty.

5. A Business warrants that any English or Chinese translation provided of its official name in the application for certification is accurate and represents the Business only and not any non-certified entity. A Business shall follow warrants that it shall only use its certification in relation to its own business and will not imply that any parent, subsidiary, affiliate, partner or other entity is certified.

6. A Business shall also

a) conform to the requirements of ACI when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents;

b) not make or permit any misleading statement regarding its certification;

c) not use or permit the use of a certification document or any part thereof in a misleading manner;

d) upon withdrawal of its certification, discontinue its use of all advertising matter that contains a reference to certification, as directed by ACI;

e) amend all advertising matter when the scope of certification has been reduced;

f) not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process;

g) not imply that the certification applies to activities and sites that are outside the scope of certification;

h) not use its certification in such a manner that would bring ACI and/or certification system into disrepute and lose public trust;

i) confer ACI the authority to carry out its responsibility in accordance with relevant HKAS or other accreditation bodies guidelines, instructions, standards, criteria and supplementary criteria;

j) agree and accept to transit any non-accredited certificates issued by ACI to accredited certificates upon the receipt of the notification of ACI to transit in the ways and at the time frame and the rates ACI thinks fit, if the scopes of non-accredited certificates were and had become accredited by HKAS or other accreditation bodies;

k) apply only for accredited certificates for the scopes of ACI accredited by HKAS or other accreditation bodies;

l) agree and accept that only accredited certificates will be granted if the scopes of certification were accredited, subject to the successful certification processes;

m) agree and accept that ACI will seek or withdraw any accreditation at the liberty of ACI;

n) agree and accept that ACI shall not be liable under any circumstances for any loss of or costs incurred by any Business from the change of accreditation status of any scope or certification scheme of ACI.

o) agree and accept that ACI and/or the accreditation body (who accredits the accredited certificates of the Business) will upload information of the Business into database(s) as required under relevant accreditation requirements provided that

- Such database(s) shall be nominated and required by the IAF or the accreditation body;
- All the information uploaded will be limited to those required under accreditation requirements;

and the Business further agrees to provide all the necessary information for such purpose.

p) agree to observe and to be bound by any new requirements of IAF, ISO, HKAS or other accreditation bodies, released from time to time, immediately after such requirements became in force, even without ACI's immediate notification in which ACI promises to notify all clients as soon as possible.

q) agree that ACI will investigate in accordance with the Appendix 4 hereof any reports of alleged fraudulent behaviors against the Business or any allegations of fraudulent behaviors against the Business when such allegations were made known to ACI and be endeavor to facilitate and support the relevant investigation and accept any reasonable actions taken by ACI arising out from the result of the relevant investigation, including withdrawal of the accredited certificates and/or verification opinions or termination of the certification and/or verification process.

r) understand and agree that ACI will cooperate with HKAS or other relevant accreditation bodies and provide relevant accreditation bodies all requested information for any credible allegations of fraudulent behaviors against the Business and agree and accept certain actions undertaken by the relevant accreditation bodies in response to the allegation.

s) agree to, allow and provide access and necessary arrangement to the assessment team of HKAS or other accreditation body to witness ACI's audit team or verification team to conduct audits or verification services for the Business.

7. A Business applying for OHSMS certification (i.e. ISO 45001:2018) or being certified for its OHSMS shall agree and take actions to comply with the following:

a) An ACI client shall also inform ACI, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

Normally, the client shall inform ACI in writing within 7 days from the date of the occurrence or within 7 days from the date when the client was aware of the occurrence.

The client shall also submit a brief statement of case, the Corrective Action Plan, detailing the root cause(s), any correction(s), corrective action(s) and relevant record(s) within 7 days from the date of notification.

For any breach of regulation, if the client would have any legal proceedings thus incurred, the client can defer the submission of statement of case and the Corrective Action Plan provided that such submission shall be made no later than 7 days from the date of final completion or judgment of the proceedings.

b) Also, after the occurrence of serious incident or breach of regulation, ACI may request to conduct a special audit to investigate if the management system has not been compromised and did function effectively, no matter whether such occurrence had been or was being or will be investigated by any competent regulatory authority.

c) Mandays will be incurred

a. for the review of the brief statement of case and the Corrective Action Plan;
b. for the special audit of any occurrence of serious incident or breach of regulation.

The total number of mandays required will be dependent on the seriousness of the case and the cooperativeness of the client. The cost of any mandays shall be borne by the client.

d) Notwithstanding the foregoing, for the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority, ACI reserves the rights to take any actions to the relevant certification ACI thinks fit including a suspension or withdrawal of the certification, in cases where it can be demonstrated that the system seriously failed to meet the OH&S certification requirements.

Any actions taken to the relevant certification shall not affect the liability of the client to settle the payment of mandays incurred mentioned in c).

8. A Business further undertakes that it shall forthwith completely cease to use ACI logo or certificate or any claims about their certification by ACI once their certification has been terminated, withdrawn no matter such termination or withdrawal was made voluntarily or made by ACI or any regulatory bodies. Likewise, a Business further undertakes that it shall forthwith completely cease to use ACI logo or certificate or any claims about their certification by ACI for the reduced scope once their scope of certification has been reduced no matter such reduction was made voluntarily or made by ACI or any regulatory bodies.

9. For GHG emission verification services, a Business engaged ACI for such services shall agree and take actions to comply with the following:

a) For application, a Business agrees to submit information sufficient to carry out a pre-engagement review, including at least the following:

   a. client name and the proposed claim to be verified;
   b. locations where the client's activities are undertaken;
   c. the verification programme and associated specified requirements for the verification;
   d. the objectives and scope of the validation/verification;
   e. reports, data and any other relevant information;
   f. where known at this stage and where applicable, the materiality and the level of assurance;
   g. any other information as required by the verification programme.

b) A Business undertakes the information, data, records or documents to support the claims to be verified are correct, precise and genuine.

c) A Business will arrange in order to facilitate ACI's verification services, for example, the arrangement of site visits, interview of relevant personnel or provision of relevant records for the verification team of ACI to check.

d) A Business agrees to observe the above-mentioned in this section in relation to certification but applicable also to verification services.

e) A Business understands and agrees that ACI is responsible for and retains authority for its verification opinions.

f) A Business agrees to communicate any facts to ACI that can affect the validity of an issued opinion.

g) A Business shall not use the environmental information statement, opinion, report, marks, logos or labels in a manner that could mislead intended users or impair the reputation of ACI and its accreditation body.

h) A Business shall ensure that any opinions or reports of factual findings made public by the client are communicated in their entirety.

i) A Business shall strictly obey and observe ACI's rules on governing any reference to verification or use of ACI's marks that ACI authorizes its clients to use and ensure that such reference or marks shall be used only in relation to the claim which has been verified and shall not be misleading with regards to product certification.

j) A Business understands and accepts that ACI shall be responsible for the management of all information obtained or created during the performance of verification activities provided that ACI will be endeavor to keep such highly confidential unless otherwise stated.

10. For Product Certification services in relation to QSPSC, a Business engaged ACI for such services shall agree and take actions to comply with the following:

a) A Business shall operate a Quality Management System in accordance with prevalent version of ISO 9001.
b) A Business shall comply with the Regulations of prevalent version of QSPSC standard published by HKQAA.
c) A Business' Quality Manual shall be applied to all the Plants producing and supplying concrete in application for the product certification of QSPSC.
d) A Business shall pay an annual fee to ACI for each Certification and the administration of the Scheme. The Business shall also pay an initial Assessment fee and all subsequent fees to ACI for Assessment and re-assessment. The amount of all fees will be determined by ACI from time to time. The Business shall bear the cost of any Audit Testing which may be directed.
e) A Business shall afford audit team including observers and specialists from ACI full assistance and cooperation during Assessments, producing documentation, order processing records and Quality Records when requested, allowing audit team to have free access to Plants and Quality Records Centre and assisting with Audit Testing as necessary.
f) A Business shall not sub-contract the production and supply of concrete unless specific prior approval has been obtained from ACI. Such approval will only be given if the proposed sub-contractor is also a company certified for product certification of QSPSC and if the Purchaser has been informed of the sub-contract arrangement.

g) A Business may use the Certification Mark in accordance with the relevant QSPSC, ACI and accreditation requirements but shall not use it in a manner that may bring the QSPSC or ACI or relevant accreditation body into disrepute.

h) A Business shall keep ACI timely informed in writing of changes in the circumstances which may affect Certification. Such changes include:

1. Changes in ownership or name.
2. The resignation of his management representative or company directors.
3. Changes in the Quality Manual or significant items in his Plant or Plants.
4. Closure of a Plant, closure being defined as the non-operation of the Plant for 28 days consecutively.
5. Forward plans, giving 28 days notice, for the establishment of new Plants, for the closure of existing Plants, for changes in Plants or for changes in the Quality Manual.

i) A Business shall inform ACI any significant changes to the product, manufacturing process or quality system, which affect the conformity of the product and cannot release the certified products resulting from such changes until ACI has notified them accordingly.

j) If the Participant provides copies of the certification documents to others, the documents shall be reproduced in their entirety.

k) A Business shall accept and facilitate the arrangement of the accreditation body of ACI to assign assessors to conduct on-site assessment at the plants of the Business certified or applying for QSPSC certification of ACI to evaluate the performance of the audit team of ACI.

H. Professional Indemnity

A Business shall be liable for and will indemnify ACI against any and all liability, loss damages, legal or professional costs and other expenses of any nature whatsoever incurred or suffered by ACI whether direct or consequential economic loss or other loss of profits, business or goodwill arising out of any dispute or contractual, tortuous or other claims or proceedings brought against ACI by a third party claiming relief against ACI by the certification or verification of a Business under the Scheme and/or the breach of the Regulations by a Business.

I. Obligations of ACI

Subject to a Business strictly complying with the Regulations, other agreements made between ACI and the Business, applicable certification requirements and timely settlement of due fee, ACI shall perform services in accordance with the agreements made between ACI and the Business.

ACI shall not disclose any information concerning a Business which is confidential other than information which is i) in the public domain or already belong to ACI or later comes into the possession of ACI without any obligations of confidence from an independent third party who has to derived if from the Business in question; ii) disclose to a third party pursuant to the written consent of the Business in question; iii) disclose to a third party pursuant to statutory, regulatory or other legal requirements including any Order of court or where ACI is of the reasonable opinion that disclosure would be subject to a public interest defense; iv) disclosed for the purpose of accreditation.

J. Exclusion of liability from ACI

1. According to the Control of Exemption Clauses Ordinance (Cap.71) ACI shall not be liable to a Business for i) any loss or damage whatsoever or ii) howsoever caused arising directly or indirectly in connection with the certification or GHG emission verification of a Business under the Scheme or iii) the sale of products or rendering of services to the public by a Business and notwithstanding the generality of the foregoing ACI expressly exclude liability for loss or iv) damage suffered by a Business including any loss or v) damage resulting from claims brought by any clients or customers or a Business, or vi) for loss of profit, business, revenue, goodwill or whatsoever savings. All conditions and warranties on the part of ACI implied by statute, common law, etc are expressly excluded.

2. Without prejudice to above and in the event that the courts of Hong Kong consider a complete exclusion of liability hereunder to be unreasonable, ACI's liability in contract, tort or otherwise to a Business with respect to any claim arising in connection with its acts or omissions in assessing and/or certifying a Business and/or operating the Scheme shall be limited to no more that 3 times the fees received by ACI from a Business in the year in which the alleged liability arose or HK$50,000 whichever is less.

K. Use of Certification Logo and Verification Logo

ACI is the beneficial owner of the Certification Logo and Verification Logo and is not aware that the use of the Certification Logo and/or Verification Logo will infringe the rights of any third party in Hong Kong or elsewhere but gives no warranty as to whether any such third party rights will be infringed in Hong Kong or elsewhere. A Business will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or

use of the Certification Logo and/or Verification Logo except under the terms of its certification and/or verification under the Scheme and/or Verification Program and acknowledges that nothing contained in the Regulations shall give a Business any right, title or interest in or to the Certification Logo and/or Verification Logo save as granted hereby. A Business undertakes only to use the Certification Logo in accordance with the provisions set out in Appendix 1 and/or to use the Verification Logo in accordance with the provisions set out in Appendix 2 and will on request give to ACI any information as to its use of the Certification Logo and/or Verification Logo.

L. Granting, Refusing, Maintaining, Renewing, Suspending, Restoring and Withdrawing of certification or extending or reducing of scope

1. A Business applying for ACI certification services and complying with all relevant and applicable international standard requirements, scheme requirements, certification requirements and accreditation requirements will be granted the relevant certificates subject to the relevant audit results.

2. Any application client failing to submit information sufficient for ACI to conduct a complete and successful application review or applying for certification services which out of the competence of ACI or not complying with the relevant requirements may be refused for application for certification.

3. A Business continually complying with all relevant and applicable international standard requirements, scheme requirements, certification requirements and accreditation requirements can get its certificates be maintained and renewed subject to the relevant audit results.

4. A Business seeking to extend the scope should demonstrate the extended scope complying with all relevant and applicable international standard requirements, scheme requirements, certification requirements and accreditation requirements subject to e relevant audit results.

5. If part of the certification scope is no longer valid or in effect or is not complying with all relevant and applicable international standard requirements, scheme requirements, certification requirements and accreditation requirements or at the request of the Business, the certification scope will be reduced.

6. If a Business is temporarily unable to comply with the requirements of the Regulations, ACI may require the Business to cease use of the Logo or any claim to certification under the Scheme with immediate effect until the conditions of certification are again achieved. ACI may i) suspend or withdraw a Business's certification under the Scheme or ii) reduce the scope of such certification or iii) refuse to grant, maintain or renew certification or extend its scope by notice in writing under these conditions (i to xi) if a Business i) commits a breach of the Regulations and the Business ii) has failed to submit remedial plan to the satisfaction of ACI within one month from the notice served by ACI for such purpose or iii) a Business becomes subject to the bankruptcy laws or iv) makes any arrangements or composition with its creditors, or v) enters into liquidation, whether compulsory or voluntary, or vi) has a Receiver of its business appointed, or vii) an officer of a Business is convicted of an offence tending to discredit the reputation and good faith of the Business as a trader, or viii) a Business failed to close out any non-conformities raised during any audits to the satisfaction of ACI before the deadline such set, or ix) if a Business failed to observe and perform any requirements in relation to certification, or x) the certified client has voluntarily requested a suspension; or xi) when ACI with justification thinks appropriate. The decision to withdraw or reduce the certification of a Business shall be at ACI's absolute discretion and such decisions or grounds shall be notified a Business in writing.

7. Under suspension, the Business's management system certification is temporarily invalid. ACI may restore the suspended certification if the issues that has resulted in the suspension has been resolved. Failure to resolve the issues that have resulted in the suspension in a time established by ACI shall result in withdrawal or reduction of the scope of certification.

8. Upon suspension or withdrawal of a Business's certification under the Scheme, a Business warrants that it shall cease using the Logo in any manner whatsoever and shall cease using any advertising material that may imply that a Business is certified under the Scheme. A Business shall stop carrying on business or operating in a manner, which may imply that, a Business is certified under the Scheme. The Business shall not hold out any present connection or association with ACI. A Business shall deliver up to ACI or destroy in the presence of a representative of ACI all Logos and other material contemplated. A Business shall notify all customers of the termination of certification rights within three months from the termination, suspension, withdrawal or expiration of its Certificate(s).

9. All the Granting, Refusing, Maintaining, Renewing, Suspending, Restoring and Withdrawing of certification or extending or reducing of scope shall be subject to independent and competent reviewer to review who will then make the final conclusion.

10. After GHG emission verification, ACI may issue a verification report and verification opinion to the client subject to the verification results. However, ACI reserves the right to revise the verification report and verification opinion or even withdraw the same if ACI thinks necessary, for instance any inaccurate data or calculation methods or GHG SSRs or quantification models used which adversely affect the verification result. As such, all the verification reports and verification opinions, if issued to the client, remain the properties of ACI.

M. Appeals

A Business wishes to appeal against any decision of ACI under the Regulations shall give notice in writing to the Business Director of ACI within 30 days after having been officially informed of such a decision. An Appeals Panel will be then formed. A meeting of the Appeals Panel shall be held within 30 days of receipt of such notice. The appellant shall be given at least 7 days notice of the time and place of such a meeting. The original decision of ACI shall stand pending any meeting of the Appeals Panel. At such a meeting both the appellant and ACI executives shall be entitled to be heard in confidence. The decision of the majority of the Appeals Panel as declared by its chairman shall be final. The chairman may exercise a casting vote. The chairman shall provide the appellant a written statement of the appeal finding within 30 days after the decision of the Appeals Panel is made. The appellant shall have the right to state objections to the constitution of the Appeals Panel. Following receipt of any objection the Board shall consider the objection and decide whether to change or retain the constitution of the Appeals Panel. The Board's decision in relation to the objection and constitution of the Appeals Panels shall be final.

N. Complaints

A Business should make a complaint within 6 months of the event(s) concerned or within 6 months of becoming aware that a Business has something to complain about. A Business should follow ACI's complaints procedure, which can be obtained by contacting the Business Director directly or in ACI website.

Appendix 1 - Use of logo for certification

A Business is only entitled to use the Logo in accordance with these conditions of Appendix 1. An illustration of the Logo is shown below.

Conditions

The Logo must always be used in conjunction with the Business's name, the Business's Certificate number and the standard the Business is certified djacent to it. The Logo may only be used on correspondence, printed promotional material, and for advertising in printed media. It must not be used except in connection with those products or services under the scope of certification in the Certificate(s). All proposed uses of the Logo, which do not clearly fall within the scope of this condition, must be referred to ACI for approval in writing in advance. A Business shall not use the Logo or indicate certification which is detrimental to the interests of ACI and/or other certified companies. For the avoidance of doubt, a Business shall not advertise by or with reference to the Logo in any manner indicating or as to indicate that the products or services offered by a Business are superior than the same or similar products or services offered by other Businesses.

A Business shall only use the Logo in the form stipulated by ACI and shall follow any directions given by ACI with reference to colors and size. A Business shall not use the logo directly on or closely associated with products or by reference to the services as to imply that the products or services themselves are certified by ACI. A Business shall not use any mark or device which is confusingly similar to the Logo. A Business shall cease any use of the Logo which is unacceptable to ACI. For any form of public statement or reference, advertisements or products in relation to a Business's certification with an accreditation body, then ACI may in its discretion and subject always to the payment of relevant fees permit the Business to use the appropriate accreditation mark(s). The specifications of the relevant accreditation mark(s) and guidelines on how to use the mark(s) in conjunction with ACI mark and Logo can be referred to G01.

Appendix 2 - Reference to verified statements and use of logos of verifications

Use of logos

After the completion of Verification Services and the issuance of the relevant verification report and verification opinion, if any and if the opinion type is "unmodified", there is a verification logo on ISO 14064-1:2018 (hereinafter referred as "ACI GHG Verification Logo") as a recognition of attainment and achievement of the client organization available to the client organization. The client organization can decide to use it or not.

If the client decides to use ACI GHG Verification Logo, the logo shall be presented in the following manner:

Example of an acceptable use of logo	
	"Our inventory of greenhouse gas data and information was verified by Accredited Certification International Limited (ACI)." "In its opinion dated 20xx-xx-xx with Opinion No. YYYYYY, ACI concluded with reasonable assurance that the data and information in our statement were fairly stated."

Subject to the aforesaid, the client organization shall further comply with Accreditation requirements, ACI requirements and ACI regulations:

(a) the client organization cannot use ACI GHG Verification Logo to imply that statements not subject to verification have been verified;

(b) the client organization cannot use ACI GHG Verification Logo on environmental information statements which contain information that has not been verified;

(c) subject to correct use, the client organization can use ACI GHG Verification Logo on name card, letter head, website, stationery, souvenir, catalog etc. Other uses shall be subject to the approval of ACI;

(d) ACI GHG Verification Logo is available to the organization as clearly shown in the verification report and opinion. Therefore, the verification logo cannot be used by any subsidiaries, affiliated companies of the client organization and other organizations;

(e) ACI GHG Verification Logo shall not be used to imply other kinds of certification scheme (product certification, management system certification) or verification scheme;

(f) ACI GHG Verification Logo shall not be used in test report or other reports which may cause others to believe that ACI has verified such report or the services leading to such report;

(g) the client organization shall not use ACI GHG Verification Logo in a way which causes or expectedly causes misleading or ambiguities or disputes or brings any liability to ACI or the accreditation bodies of ACI;

(h) the client organization shall not use the marks, symbols or logos of the accreditation bodies of ACI no matter it was used alone or in conjunction of ACI GHG Verification Logo, even ACI Verification Services have been accredited by accreditation bodies.

Subject to the abovementioned, the client organization can use the ACI GHG Verification Logo for 1 year from the date of verification decision.

ACI Verification Services are the verification of the claims of any organization on their GHG emission and removals quantification and reporting in accordance to ISO 14064-1:2018. The client organization shall make claim on any verification status similar to the aforesaid but for no other purpose. The client organization is advised to discuss with and seek approval from ACI if they would like to make any claims on the verification status in connection to ACI Verification Services or the relevant verification report, verification opinion.

The client organization is forbidden to make claims relevant to accreditation bodies of ACI in relation to ACI Verification Services if ACI Verification Services are accredited by any accreditation bodies. If, for whatever reasons, the client organization needs to make claims relevant to accreditation bodies of ACI, the client organization must seek prior approval from ACI who will check whether proposed actions of the client organization has violated any prevalent accreditation requirements, verification requirements and ACI requirements.

Reference to verified statements

If the client organization would make reference to verified statement, it shall make in the following manner:

Short form	Long form
"Verified at the reasonable level of assurance"	"In its opinion dated 20xx-xx-xx with Opinion No.: YYYYYY, Accredited Certification International Limited concluded with reasonable assurance that the data and information in our statement were fairly stated."

The client organization can make such reference only after the completion of Verification Services and the issuance of the relevant verification report and verification opinion, if any and the opinion type is “unmodified”.

This reference shall be used only in relation to the claim which has been verified and shall not be misleading with regards to product certification. Any use of a shortform reference include or make reference to a long-form reference.

NOTE "Include" means that the long-form reference is provided in proximity to the short-form reference in the same medium. "Make reference to" means that a reference to the location of the long-form reference in another medium (e.g. website) is provided in proximity to the short-form reference.

Appendix 3 – ACI Audit Objectives for certification scheme

A. Generic Audit Objectives

Generally, the audit objectives shall include

a) determination of the conformity of the client's management system, or parts of it, with audit criteria;

b) determination of the ability of the management system to ensure the client meets applicable statutory, regulatory and contractual requirements;

c) determination of the effectiveness of the management system to ensure the client can reasonably expect to achieving its specific objectives;

d) as applicable, identification of areas for potential improvement of the management system.

B. Various Audits Objectives

As well as the Generic Audit Objectives, each type of audit consists of its own audit objective.

1. FSA audit objectives

a) review the client's management system documented information;

b) evaluate the client's site-specific conditions and to undertake discussions with the client's personnel to determine the preparedness for stage 2;

c) review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system;

d) obtain necessary information regarding the scope of the management system, including:

- the client's site(s);
- processes and equipment used;
- levels of controls established (particularly in case of multisite clients);
- applicable statutory and regulatory requirements;

e) review the allocation of resources for stage 2 and agree the details of stage 2 with the client;

f) provide a focus for planning stage 2 by gaining a sufficient understanding of the client's management system and site operations in the context of the management system standard

or other normative document;

g) evaluate if the internal audits and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for stage 2.

2. CA audit objectives

It is to evaluate the implementation, including effectiveness, of the client's management system.

3. SV audit objectives

The Surveillance Visit is conducted so that the certification body can maintain confidence that the client's certified management system continues to fulfill requirements between recertification audits.

4. REA audit objectives

The purpose of the recertification audit is to confirm the continued conformity and effectiveness of the management system as a whole, and its continued relevance and applicability for the scope of certification.

Appendix 4 - ACI Procedures on handling Fraudulent Behaviour against application clients or certified clients

Fraudulent Behaviour against application clients or certified clients may be reported by audit team during the audit or any other party. If the reporting party is not an audit team member, the report shall be made in writing.

When receiving allegations of Fraudulent Behaviour, Operation Directors will investigate the case. If Operation Directors is not independent or suitable to carry out investigation, Business Director will investigate the case.

During the investigation, ACI may invite the reporting party to submit more information to support the allegations.

If there is prima facie evidence to support the allegations, the alleged client organization will be notified and given chance to make submission if the client organization denied the allegations. If necessary, a hearing will be held for the alleged client organization to defend the case.

Based on the evidence, Operations Director (or Business Director) will make the decision. If Operations Director (or Business Director) decided there was Fraudulent Behaviour by the client organization, Operations Director (or Business Director) should decide also the follow up actions to take.

When the Operations Director (or Business Director) completed the investigation (normally within one month but subject to the complexity of the case), the result with ACI's proposed follow up actions, if any, shall be informed the client organization.

The client organization has 7 days from the notice of the investigation to file an appeal application in writing if the client organization disagreed with the investigation result and/or the ACI's proposed follow up actions. After receiving the appeal application, to remain independent and impartial, the appeal will be passed to the Governing Board. The Chairman of the Board will form an appeal panel, normally consisting of 3 members. The appeal panel will consider all the relevant evidence and if necessary hold a hearing so that the relevant party can present the case. The appeal panel will make a final decision.

The decision will be notified to the client organization and the reporting party.

After 7 days from the notice of the investigation if ACI did not receive appeal application or within three days from the final decision of the appeal panel for the appeal case, ACI will carry out the proposed follow up actions or the final decision of the appeal panel if ACI's proposed follow up actions were revised in the appeal.

All relevant documents shall be maintained and records shall be retained.

ACI's follow up action may include, but are not limited to:

- Intensification of surveillance and targeted investigations (including document review and/or office or witness assessments).
- Reduction of certification scope (including locations covered in the scope).
- Suspension of certification.
- Withdrawal of certification.
- Suspending or terminating the process for initial certification or extension of certification.
- Public notice of scope reduction, suspension, withdrawal or misrepresentation

of certification.

- Legal actions.
- Other actions ACI thinks fit taking the relevant accreditation, certification and legal requirements into consideration.

As well as fraudulent behavior, this procedure also applies to the client organization

- intentionally provides false information
- conceals information
- deliberately violates certification and/or accreditation rules,

Any party can also report the alleged fraudulent behavior of ACI member in the ways abovementioned or complaint procedure stipulated in ACI website.