



General Regulations for Certificates of Conformity

Text approved by the Certification Committee of AENOR Confía, S.A.U. on
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Contents

0	Introduction	4
1	Purpose	4
2	Definitions	5
3	Certification Schemes	5
4	Award of the Certificate.....	5
5	Maintenance of the Certificate	8
6	Expiry of the Certificate.....	9
7	Registration	9
8	Terms of use of the Certificate and the Trademark.....	9
9	Customer obligations	12
10	Suspension and withdrawal	13
11	Appeals	15
12	Complaints regarding the service provided by AENOR.....	16
13	Complaints to AENOR regarding products, services or certified organisations.....	16
14	Withdrawal of the Certificate	17
15	Confidentiality and Protection of Personal Data	17
16	Publicity.....	18
17	Financial conditions	18
18	Recognition agreements	18
19	Amendments	18

This document cancels and replaces the “General Regulations on Certificates of Conformity” of 27 November 2023.

The main changes in this edition of the Regulations are:

- The wording of the paragraphs on the submission of a corrective action plan in sections 4.3.3 and 5.4 has been refined.
- Chapter 11 has been renamed “Appeals” and a new appeals process has been established.
- Chapters 12 and 13 on complaints now include instructions on how to submit them via a form on the AENOR website.
- The title of Chapter 15 is supplemented with a reference to the protection of personal data. Section 15.2 is added. Further amendments are made to the general wording of the entire chapter.
- In Chapter 18, clarification is provided regarding the agreements that AENOR may enter into.

0 Introduction

Certificates of Conformity issued by AENOR Confía, S.A. (Sole Proprietorship), hereinafter AENOR, as described in these Regulations, are documents certifying that a product (batch, sample, etc.), process, service or management system complies with specific technical specifications.

1 Purpose

1.1 These General Regulations for Certificates of Conformity set out the rules applied by AENOR for the granting, maintenance and withdrawal of such Certificates of Conformity, hereinafter referred to as the Certificate.

1.2 For the issue of the Certificate, the following technical specifications shall be taken into account:

- a) Contained in a Regulation of the Public Authorities.
- b) Contained in a Directive or Regulation of the European Union.
- c) Contained in Regulations pertaining to international agreements.
- d) Contained in sector-specific standards or regulations of recognised prestige at national and international level.
- e) Required of Spanish exporters to introduce their products into a specific market.
- f) Required by the buyer of the supplier within a contractual relationship.
- g) Established by manufacturers when the product is unique or similar, or when there is a single manufacturer at national level and no European (EN or HD) or international (ISO or IEC) standards exist as a reference for drawing up the corresponding AENOR standards or specifications.
- h) And, in general, any other reference document against which conformity is to be assessed.

1.3 Where the certificate of conformity is granted to a product (batch, sample, etc.), this shall not constitute certification of conformity of any management system that may be in place within the organisation, nor certification of any services that may be related to the product (batch, sample, etc.), process or service subject to certification. Similarly, certification of the management system does not imply

certification of the products or services developed within the framework of that management system.

1.4 The sections of these regulations referring to surveillance activities shall not apply to certification schemes involving only a type test.

2 Definitions

For the purposes of these Regulations, the definitions contained in standard UNE-EN ISO/IEC 17065 “General requirements for bodies operating product certification schemes” or in standard UNE-EN ISO/IEC 17021 “General requirements for bodies operating management system certification schemes” shall apply.

3 tion Schemes

3.1 To certify each product, product family, service, process or management system, AENOR may develop a certification scheme setting out the applicable technical specifications, specific rules and necessary procedures.

3.2 Each certification scheme shall be documented in the relevant Specific Regulations.

These General Regulations shall take precedence over the Specific Regulations. The Specific Regulations and any amendments thereto shall be approved by AENOR.

4 Granting of the Certificate ()

4.1 Application

4.1.1 Any organisation may apply for the Certificate for the products, product family, service or process it supplies or the management system it has implemented, provided that a Specific Certification Regulation exists for them.

4.1.2 AENOR shall provide all organisations that request it with the necessary documentation to make the application, including the applicable Specific Certification Regulations.

4.1.3 The organisation shall submit the application to AENOR. Each Specific Regulation shall set out the procedure and documentation required to make such an application.

4.1.4 The organisation shall appoint a management representative to be responsible for liaising with AENOR on matters relating to its certification.

4.2 Review of the application

4.2.1 AENOR will check the content of the application and issue an acknowledgement of receipt, requesting any clarification or supplementary documentation deemed necessary.

4.2.2 AENOR may, giving reasons, decline to accept an application or to maintain a client's certificate where there is a well-founded and objective history of repeated non-conformities with the product or certification requirements relating to the same sector(s).

4.2.3 If the application complies with the provisions of the applicable Specific Regulations, the processing procedure shall continue in accordance with section 4.3.

4.2.4 If the certification process does not progress for more than one year for reasons beyond AENOR's control, it may be decided to cancel it.

4.3 Process

4.3.1 During the processing procedure, AENOR, in accordance with the provisions of the relevant Specific Regulations, shall implement the certification scheme, which may consist of one or more of the following activities:

- a) Type testing.
- b) Type testing followed by production control through testing of samples taken from the market and/or at the production site.
- c) Type testing followed by an assessment and monitoring of the quality system, and monitoring of production through testing of samples taken from the market and at the production site.
- d) Assessment and control of the quality system applicable to the product, product family, process, service or other management systems.

- e) Assessment of the product, product family, service, process or management system against the requirements set out in the documents against which conformity is certified.

4.3.2 The results of the relevant assessment activities applicable in each case shall be reflected in the corresponding reports on the tasks carried out.

4.3.3 If non-conformities are found, the client must submit a plan of appropriate corrective actions to rectify the non-conformities detected. The deadline for the client to submit the corrective action plan shall be 30 calendar days. Should more time be required, the client may request an extension of the stipulated deadline for submitting the corrective action plan from AENOR, with the relevant justification, before the expiry of said deadline. AENOR shall decide on this extension within a maximum of 15 calendar days from receipt of the notification.

This plan must specify the expected timelines for its implementation. Depending on the content of the reports and the corrective action plan, AENOR may require the repetition of any of the assessment activities indicated in section 4.3.1 or the performance of supplementary assessment activities.

4.3.4 If a certification application is pending or certification is requested following a serious non-conformity on the part of the client, AENOR may, as a precautionary measure, suspend the certification application procedure for the duration of the rectification of the non-conformity. This application need not necessarily relate to the same goods or services as the non-conformity, but must at least be to some extent related to them.

4.4 Decisions

4.4.1 In view of the conclusions of the confidential and reasoned report drawn up by AENOR, the Chief Executive Officer or, in his absence, the Managing Director of AENOR shall adopt one of the following decisions:

- to grant the Certificate,
- to grant the Certificate subject to additional assessment activities,
- refuse to grant the Certificate.

In the event that the Certificate is not granted, the reasons for the refusal shall be stated.

4.4.2 Under no circumstances may the client transfer or assign the use of said Certificate to third parties.

4.4.3 The period of validity of the Certificate shall be defined in the relevant Specific Regulations.

4.4.4 The Certificate does not in any way exempt the client from the guarantees and liabilities incumbent upon them under current legislation.

5 Maintenance of the Certified C

5.1 During the period of validity of the Certificate, in accordance with the provisions of the relevant Specific Regulations, AENOR shall carry out the assessment activities stipulated in the relevant certification scheme, including verification of the correct use of the Mark, where applicable.

5.2 The frequency of these surveillance activities shall be set out in the Specific Regulations.

5.3 The results of the surveillance activities will be reflected in the corresponding reports on the tasks carried out.

5.4 If non-conformities are found, the client must submit a plan of appropriate corrective actions to rectify the non-conformities detected. This plan shall include the deadlines for its implementation. The deadline for the client to submit the corrective action plan shall be 30 calendar days. Should more time be required, the client may request an extension of the stipulated deadline for submitting the corrective action plan from AENOR, with the corresponding justification, before the expiry of said deadline. AENOR shall decide on this extension within a maximum of 15 calendar days from receipt of the notification.

Depending on the content of the reports and the corrective action plan, AENOR may require the repetition of any of the checks indicated in section 5.1 or the performance of supplementary assessment activities, or propose to the Chief Executive Officer or, failing that, the Managing Director of AENOR, the application of one of the decisions provided for in section 10.1.

5.5 Surveillance activities relating to certificates issued by AENOR in its capacity as a notified body for the Spanish State shall, in each case, comply with the relevant provisions of current legislation.

6 Expiry of the Certificate's

The validity of the Certificate shall cease automatically in the following cases:

- a) When the technical specifications on which the Certificate is based cease to be applicable.
- b) Where the client misuses the Certificate (see Chapter 8) or misuses an AENOR Mark, where applicable.
- c) When the validity period set out in the Certificate and/or in the relevant Specific Regulations expires.
- d) Where the client expressly renounces the Certificate. In this case, the client must notify AENOR in writing, and the renunciation shall take effect when AENOR confirms its acceptance (see Chapter 14).
- e) Where the payments due for certification are not made.

7 Registration

7.1 AENOR maintains public information on the certifications granted. The public information contains the following details:

- a) identification of the scope of the certification;
- b) standards and other regulatory documents against which conformity has been certified;
- c) identification of the client.

7.2 AENOR may publicise any temporary suspensions, withdrawals or cancellations of Certificates that occur.

8 Conditions of use of the Certificate and the AENOR Mark

8.1 The conditions of use of the Certificate issued by AENOR are set out in these Regulations and in the Specific Regulations, which clients undertake to comply with.

8.2 The client must first submit for AENOR's consideration the documents and locations where they intend to reproduce the Certificate in full.

Partial reproduction of the Certificate is prohibited.

8.3 The client may not use the Certificate from the moment that:

- The period of validity expires.
- AENOR notifies the client of the temporary suspension, cancellation or permanent withdrawal of the Certificate.

8.4 The following are considered misuse of the Certificate:

- Uncertified products or products manufactured at locations other than those specified in the Certificate.
- Uncertified services, processes or management systems, or those associated with facilities or sites other than those covered by the scope of the Certificate.
- Products, product families, services, processes or management systems for which the Certificate has been temporarily suspended or permanently withdrawn.
- Reproduction not authorised by AENOR or for purposes other than those authorised.

8.5 In addition to the decisions set out in Chapter 10, any misuse of the Certificate, whether by the client or a third party, entitles AENOR to initiate, within the framework of current legislation, any legal action it deems appropriate.

8.6 Where the certification scheme permits the use of an AENOR Conformity Mark (also known as the AENOR mark and hereinafter the Mark), only clients with valid certificates are authorised to use it. Its use is subject to the conditions specified below, in the relevant Specific Regulations and in AENOR's "Mark Usage Instructions" document.

8.7 In the case of services, the Mark must not be directly associated with products in such a way as to suggest that the products themselves have been certified.

In the case of a service, the Trademark must be associated with the client's name and the service to which it relates.

8.8 The client must first submit all documents and locations where the Mark is to be used to AENOR for approval. The client shall not use any trademark or other intellectual property of AENOR in the media, on websites, in corporate presentations, or in any other information or advertising system, or in relation to third parties, without the express written consent of AENOR.

8.9 The client may not use the Mark from the moment that:

- The validity period of the Certificate that gave rise to the corresponding authorisation for use expires.
- AENOR notifies the client of the temporary suspension, cancellation or withdrawal of the Certificate.
- The customer voluntarily renounces the Certificate.

AENOR shall, in each case, determine the measures to be taken to ensure the controlled use of the Marks on the marked product units. Such measures may include the withdrawal from the market of products bearing the AENOR Mark where defects may affect safety.

In any event, marked product units manufactured prior to the date specified at the beginning of this section 8.9 may not be sold bearing the Mark one year after that date. Notwithstanding the foregoing, the Specific Regulations may stipulate a shorter period, taking into account the specific conditions of each product subject to certification, as well as specific procedures and measures applicable to each certification scheme.

8.10 The use of the Mark in connection with the following shall be considered misuse:

- products or services that are not certified or that have been manufactured in locations other than those specified in the Certificate;
- products or services for which the Certificate has been temporarily suspended or permanently withdrawn;
- products or services placed on the market after the period specified in section 8.9 from the date of cancellation, suspension or withdrawal of the certificate.

In the event that improper use of the Mark is detected for a certified product, service, process or management system and the client has other certified products, services, processes or management systems, where there are reasonable grounds to suspect that the Mark may also be being used improperly in relation to those other products, services, processes or management systems, AENOR shall consider taking appropriate action to ensure that the misuse is limited to that detected and does not constitute a general failure of the client's management system.

8.11 In addition to the suspension or withdrawal provided for in Chapter 10, any misuse of the Mark or the Certificate, whether by the client or a third party, entitles

AENOR to initiate, within the framework of current legislation, any legal action it deems appropriate.

9 Obligations of the client as a certified body

The client undertakes to:

- a) always comply with the certification requirements set out in these General Regulations and in the relevant applicable Specific Regulations, including the implementation of appropriate changes when notified by AENOR;
- b) ensure that the certified product continues to comply with the product requirements, if the certification applies to the ongoing production of a certified product;
- c) take all necessary measures to:
 - 1) enable AENOR to carry out the assessment and surveillance (if required), including making arrangements for AENOR to examine documentation and records, and to have access to the client's relevant equipment, locations, areas, personnel and subcontractors. Appropriate personnel shall be made available to AENOR to answer any questions that may arise during the conduct of any audits or inspections;
 - 2) investigate complaints;
 - 3) the participation of observers, where applicable, including personnel from accreditation bodies or the competent authority;
- d) make statements regarding the certification that are consistent with the scope of the certification;
- e) not use its certification in a manner that brings AENOR into disrepute, and not make any statement regarding its certification that AENOR may consider misleading or unauthorised;
- f) immediately upon the suspension, withdrawal or cancellation of the certification, cease to use it in all advertising material containing any reference to it, and take the actions required by the certification scheme (for example, the return of certification documents) and any other measures that may be required;
- g) reproduce, in full or as specified by the certification scheme, copies of the certification documents that you provide to others;

- h) comply with AENOR's requirements or those specified by the certification scheme when referring to your certification in media such as documents, brochures or advertising;
- i) comply with all requirements that may be stipulated by the certification scheme regarding the use of conformity marks and product-related information;
- j) keep a record of all known complaints regarding compliance with the certification requirements and make such records available to AENOR upon request; and
 - 1) take appropriate action in respect of such complaints and any non-conformities found in products that affect compliance with the certification requirements;
 - 2) document the actions taken;
- k) inform AENOR, without delay, of any changes that may affect its ability to comply with the certification requirements.

NOTE Examples of changes may include the following:

- legal, commercial, organisational or ownership status,
 - organisation and management (e.g. key management personnel, decision-makers or technical staff),
 - changes to the product or production method,
 - contact addresses and production sites,
 - significant changes to the quality management system.
- l) to make the relevant payments by the due date of invoices issued by AENOR in relation to certification.

10 Suspension and withdrawal

10.1 Failure by the client to comply with these Regulations or the relevant Specific Regulations, or with other specific contractual conditions, may result in the application of one of the following decisions:

- a) A warning, with or without an increase in assessment activities.
- b) Temporary suspension of the Certificate.
- c) Withdrawal of the Certificate.

The decisions set out in the preceding paragraph shall be determined on the basis of the circumstances of each specific case and taking into account criteria such as, amongst others, the seriousness and duration of the breach, the repeated commission of breaches defined in these Regulations, and the nature of the market in which the client operates or of the goods and services concerned.

10.2 Specifically, the non-compliances that may lead AENOR to adopt one of the decisions set out in section 10.1 are:

- a) Non-compliance with technical aspects affecting conformity with standards or other additional requirements of the certification scheme and which compromise safety or other regulatory aspects.
- b) The recurrence of documentary or technical issues, whether or not they affect safety, occurring when the same issues arise in audits carried out in close succession.
- c) Failure by the client to respond to certain requests from AENOR for various reasons relating to the resolution of non-conformities detected during audits.
- d) The unauthorised, abusive or unfair use of certificates or, where applicable, of trademarks.

10.3 Before submitting a proposal for suspension or withdrawal, AENOR shall notify the party concerned of its intention to do so and shall ensure that the party concerned is given the opportunity to be heard. The party concerned has a period of 15 days from receipt of the notification to request a hearing with AENOR.

10.4 In the event of non-compliance affecting the safety of persons or property, the Chief Executive Officer or, in his absence, the Managing Director of AENOR may order a temporary precautionary suspension until a final decision can be taken.

10.5 In the light of AENOR's report, the affected client's representations and AENOR's comments thereon, the Chief Executive Officer or, in his absence, the Managing Director shall issue a decision.

The decision may be:

- a) Dismissal of the case;
- b) To take one of the decisions provided for in section 10.1.

10.6 The decision taken shall be communicated in writing to the client by the Chief Executive Officer or, failing that, the Director General of AENOR.

The decision shall be enforceable and may be appealed in accordance with the terms set out in Chapter 11.

10.7 In the event of withdrawal or cancellation, AENOR shall remove from the register and from any promotional material it deems appropriate any reference to the organisation and shall cancel the relevant certificate.

10.8 The temporary suspension or permanent withdrawal of the Certificate does not entitle the organisation to a refund of payments made to date.

11 Appeals

11.1 The affected client may lodge an appeal against the decision taken regarding their certification process. The deadline for lodging the appeal shall be 15 calendar days from receipt of notification of the decision, and the appeal must be submitted in writing, setting out and substantiating the grounds for the appeal.

11.2 AENOR's technical services will confirm receipt of the appeal and proceed to analyse it by gathering the background information and evidence necessary to resolve the appeal. This appeal must be resolved by the AENOR Assessment Committee within a maximum of 30 calendar days from the date the appeal was lodged.

11.3 Should the client disagree with the decision resolving the first appeal, they may, within a maximum of 15 calendar days from receipt of the decision, submit a new appeal by means of a written statement of grounds to the Certification Committee.

11.4 The Certification Commission shall resolve the appeal in accordance with the provisions of the Certification Commission Regulations. The lodging of an appeal does not interrupt or suspend the implementation of the decisions taken by AENOR.

12 Complaints regarding the service provided by AENOR

12.1 Any AENOR client may submit a complaint regarding the service received using the form provided for this purpose on the website www.aenor.com. Such a complaint is limited to the quality of the service provided by AENOR and is not a valid channel for appealing against decisions taken within the framework of a certification process, which shall be handled in accordance with the provisions of Chapter 11 above.

12.2 AENOR will acknowledge receipt of the complaint and gather all the information necessary for its assessment, informing the client whether the complaint is valid as it relates to the quality of the service provided by AENOR in its certification activities. In such cases, AENOR will take the necessary measures to improve the service, prevent recurrence and, where appropriate, communicate the remedial measures deemed necessary.

12.3 Should the organisation disagree with the assessment made by AENOR, it may appeal to the competent authorities.

13 Complaints to AENOR regarding certified products, services or organisations

13.1 Complaints regarding a certified product, product family, service, process or management system must be submitted in writing to AENOR using the form provided for this purpose on the website www.aenor.com.

Upon receipt of the complaint, AENOR will ask the client to initiate an investigation into the nature of the cause of any non-conformities that may have led to it and will ensure that the complaint is dealt with within a reasonable time.

13.2 AENOR reserves the right to carry out an independent investigation following a complaint received, for which the complainant must provide a deposit to cover the anticipated costs.

The costs of the investigation will be charged to the client or the complainant depending on the outcome.

13.3 If a complaint is found to be justified, AENOR may require the client to implement appropriate corrective actions or suspend or withdraw the certificate.

14 Renunciation of the Certificate

The client may withdraw from the Certificate at any time, with the withdrawal taking effect when AENOR confirms its acceptance in writing. Withdrawal does not exempt the client from previously incurred financial obligations.

15 Confidentiality and Protection of Personal Data

15.1 AENOR shall treat as confidential, and in accordance with current legislation, all information, data and documents of the organisations to which it may have access during the processes of sanctioning, withdrawal, granting, maintenance, renewal, suspension or revocation of the Certificate, and shall use such information, data or documents exclusively for the certification purposes set out in these Regulations, all without prejudice to the provisions of Chapters 7 and 10.

15.2 Information relating to an AENOR client shall not be disclosed without their prior written consent. Where AENOR is required by law to provide information on a client, it shall do so, provided that the client is notified in advance. Only where the law prohibits such notification shall this not be carried out.

15.3 AENOR may, however, disclose the contents of its records to accreditation bodies and to auditors from other certification bodies with which an agreement on the recognition of Certificates exists or is intended to be reached, for the purpose of providing documentary evidence of compliance with these Regulations, or to the competent authorities in the event that the Certificate implies compliance with any mandatory legal requirement.

15.4 AENOR shall act as the data controller for the personal data submitted by organisations as a result of these Regulations. With regard to personal data to which AENOR has access during the certification process and where such access is necessary for the proper provision of the service, AENOR shall be considered a data processor. Where applicable, the rights of access, rectification, erasure, objection and restriction of processing of personal data may be exercised by contacting the email addressdatos@aenor.com ; for this purpose, the applicant must provide adequate identification.

16 Publicity

16.1 AENOR will periodically publish the list of companies entered in the Register subject to certification.

16.2 AENOR may publicise any misuse of Certificates or Marks, where applicable, any temporary suspensions of Certificates that occur, as well as any permanent withdrawals that take place.

17 r financial conditions

17.1 AENOR shall establish and communicate to organisations applying for certification the fees applicable to activities related to the granting, surveillance and renewal of the Certificate, together with the payment terms.

17.2 Payments made during the application process shall not be refunded to the client under any circumstances.

18 Cooperation and recognition agreements

AENOR may enter into cooperation agreements, mutual recognition agreements or other agreements with other certification bodies or entities.

The provisions of the agreements signed shall take precedence over the provisions of this Regulation.

19 Amendments

Any amendment to these Regulations or to the relevant Special Regulations shall be communicated in writing to the customers concerned, specifying, where necessary, the period allowed for the new conditions to be implemented.