



AENOR

General Regulation on the Certification of Management Systems and its Conformity Marks

Text approved by the Board of Directors of AENOR Confía, S.A.U. on

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This document cancels and replaces the “General Regulation on the Certification of Management Systems and its Conformity Marks” of December 15, 2020.

The main amendments in this edition of the Regulation are:

- The body is modified to AENOR Confía, S.A. (Single-member company) in the Introduction.
- The references to the “General Manager” are replaced by “Managing Director or, in their absence, the General Manager.”

0 Introduction

AENOR Confía S.A. (single-member company), hereinafter AENOR, carries out the certification of the management systems, in accordance with the provisions set forth in the UNE-EN ISO/IEC 17021-1 Standard, with the specificities or exceptions that may be defined in the Specific Regulations derived hereunder.

AENOR may process the certification directly or through its investee companies. The ultimate responsible body of the decisions regarding the certification, and owner of the Mark is AENOR. Hereinafter, when AENOR is mentioned throughout this document, we refer to either the company itself or to any of the mentioned companies.

1 Scope

1.1 This Regulation sets the process and general conditions according to which AENOR certifies that an organization has a management system in place for certain activities and locations, which meets the established model in a standard, technical specification, and other type of policy document (hereinafter, “policy document”).

The certification will lead to the granting of the “AENOR Certificate” to the certified organization, which will have the right to use an AENOR conformity mark—also known as the AENOR mark stamp, hereinafter “the mark”—whose use conditions are set forth in the AENOR document “Mark Use Instructions.”

In this Regulation, there are general conditions to obtain, maintain, broaden, renew, restore, reduce, suspend, cancel, or withdraw the Certificate, and the right to use the Mark associated thereto.

1.2 In case it was necessary to set specific conditions for a specific management system, a Specific Regulation shall be drafted derived from this one.

Apart from the conditions set forth in this Regulation and in the Specific Regulation, in case it has been developed, the general and specific contractual conditions set forth in the offers issued by AENOR will be applicable. Such conditions will be complementary, and not contradictory to those included in the Regulations.

1.3 The certification of a management system does not entail the certification of products, processes or services that are included or associated in its scope.

2 Definitions

For the interpretation of this Regulation, the definitions included in the UNE-EN ISO/IEC 17000 and UNE-EN ISO/IEC 17021-1 standards are applicable, as well as those in the applicable policy documents.

3 Granting of the Certification

3.1 Application and contract

Any organization may request a certification from AENOR, as well as the subsequent granting of the Certificate.

AENOR will provide the necessary information to submit the application, which will be done on printed material created for such purpose to all the requesting organizations.

With the provided information, AENOR will set the economic and technical contractual conditions applicable to the corresponding offer. The certification process will start with the organization accepting the conditions, which may be modified throughout the certification, maintenance, or recertification processes, previously agreed upon by the parties.

AENOR may reject, with an explanation for the rejection, the acceptance of a request or the maintenance of a client's certificate, if any, in a founded and objective way, a record of repeated non-conformities with the certification requirements related with the same sector(s).

3.2 Receipt of the application

AENOR will analyze the request and the information issued by the client and will request any necessary additional information to carry out the initial audit.

AENOR may decide upon the cancellation of the request if, due to external reasons, the initial audit is not carried out within one year of its reception.

3.3 Initial audit

The purpose of the initial audit is to determine whether the management system implemented by the client meets the requirements set forth in the corresponding policy document.

AENOR will send the client the initial audit plan, which will indicate, as appropriate, the date of production, the appointed audit team, the place(s) where it will be carried out, the scope and other relevant data regarding the management system model to be certified. The client may request information on the appointed auditors.

Generally, this audit will be carried out in two phases:

In phase 1, the audit team shall confirm the scope (activities, locations, etc.) of the requested certification and shall make sure that the implementation level of the management system guarantees that the client is prepared for phase 2 of the audit. For this purpose:

- they shall audit the documentation of the management system;
- they shall evaluate the location and specific conditions in which the system is implemented, gathering information on the system's scope, its processes and locations, legal aspects, as well as related regulations and their compliance;
- they shall review the level of understanding that the client has of the requirements of the policy document, namely of those aspects related to the identification of key or significative aspects of the performance of processes, objectives, and operation of the management system;
- they shall evaluate the internal audits and the Management review is planned and conducted; and
- they shall agree with the client the specificities of phase 2. Among other things, they shall agree upon, where possible, the date, the duration, the audit team, and the scope.

In phase 2, the audit team shall check whether the management system, described in the documentation and evidenced in the registries is effectively implemented and complies with the requirements established in the corresponding policy document.

The results of the initial audit are shown in the confidential reports where the detected non-conformities shall be indicated, if any. The audit reports belong to AENOR; the client will keep a copy.

In case of non-conformities, the client shall show a plan for the necessary corrective actions, in order to fix them, indicating the expected commissioning deadlines and providing as much proof as possible of the conduction of these actions and their duration. In case of there being important non-conformities, it will be necessary for the audited client to show enough evidence on the implementation of the appropriate corrective actions.

The deadline for issuing the corrective action plan by the client will be of 30 calendar days. In case that, given its nature, more time is needed, the client will request AENOR an extension of such deadline, with the corresponding justification. AENOR will rule on this extension within 15 calendar days.

Generally, the period between the conduction of phase 1 and phase 2 should not be more than 3 months for the certification of a specific management system.

3.4 Evaluation and agreements

AENOR shall evaluate the information included in the initial audit and, in case of non-conformities, the corrective action plan proposed by the client. It could likewise request clarifications, more information, or alternatives to the proposed actions.

In relation to the certification and granting of the corresponding Certificate to that effect, and based on all the evaluated information, AENOR shall adopt, in a motivated way and on the basis of objective criteria, one of the following agreements:

- Granting of the Certificate,
- Granting of the certificate and, after that, the conduction out an extraordinary audit, or
- Non-granting of the Certificate until the conduction of an extraordinary audit with satisfactory results.

These extraordinary audits, to be conducted within the deadline set by AENOR in each case, has the purpose of verifying the resolution of the detected non-conformities throughout the initial audit. Failure to conduct the extraordinary audit within the deadline established by AENOR will lead to the non-granting thereof, or to one of the decisions included in Clause 10. After carrying out the extraordinary audit and, where appropriate, the corrective actions analysis proposed by the client, AENOR shall adopt a new agreement among those indicated in this section under the previously described terms.

AENOR shall communicate the adopted agreements and the reasons for those agreements to the client. It is possible to file an appeal in face of these agreements, as indicated in Clause 11.

3.5 Granting of the certification

After the granting, AENOR shall issue a certificate with a maximum validity of three years to the client, which shall include, among other things, the applicable policy

document, the scope, the activities, and the locations of the certified management system.

With the granting of the Certificate, AENOR shall award the certified client a license to use the corresponding Mark. In no case must this license be used by, nor transferred to another activity center, organization, or scope different to the ones referred to in the Certificate.

Throughout the maintenance or the renewal of the certification, the client may request the modification of the certified scope, the activities, and the locations to AENOR. AENOR will evaluate the request and shall establish, in each case, its viability and the necessary evaluation or audit to proceed with such modification.

The AENOR certification in no way exempts from the warranties and liabilities that correspond to the client, in accordance with the current legislation, regardless of the certified management system. AENOR will in no case be held responsible for any breach of the applicable legislation by the said client or those derived from their activities.

4 Maintenance of the Certification

4.1 Surveillance audits

Throughout the validity period of the Certificate, AENOR shall carry out annual surveillance audits to the client's management system so as to check if it is efficiently implemented in the scope of the certificate and, therefore, whether the conditions that led to the granting of the certificate are maintained.

There will be two surveillance audits, the first of which shall be conducted within one calendar year from the end date of the initial audit; the second will be carried out one year after the first one. After the completion of both, the following audit would be one that is necessary to carry out the renewal of the Certificate.

Prior to each audit, AENOR will send the client the corresponding plan, which shall include the operation dates, the appointed audit team, the place(s) where it shall be conducted, the scope and other relevant data in accordance with the provisions set forth in the applicable policy document. The client may request information on the appointed auditors.

The results of the surveillance audits are shown in the confidential reports where the detected non-conformities shall be indicated, if any. The audit reports belong to AENOR; the certified client will keep a copy.

In case of important non-conformities, the client shall show a plan for the necessary corrective actions, in order to fix them, indicating the expected commissioning

deadlines and providing the necessary proof that these actions have been or are being conducted.

The deadline for issuing the action plan by the client will be of 30 calendar days. In case that, given its nature, more time is needed, the client will request AENOR an extension of such deadline, with the corresponding justification. AENOR will rule on this extension within 15 calendar days.

4.2 Evaluation and agreements

After every surveillance audit, AENOR will evaluate the derived reports and the corrective action plan, where appropriate, proposed by the client; AENOR may request clarifications, more information, or alternatives to the proposed actions.

Based on all the evaluated information, one of the following agreements shall be adopted, in a motivated manner and based on objective criteria:

- Keep the certification, with or without modifying the scope.
- It is necessary to carry out an extraordinary audit so as to check the implementation of the corrective actions. In case of maintenance of the certificate, it is subordinated to the result of its evaluation. After carrying out the extraordinary audit and, where appropriate, the corrective actions analysis proposed by the certified client, AENOR shall adopt a new agreement among those indicated in this section under the previously described terms. Failure to conduct the extraordinary audit within the deadline established by AENOR will result in one of the decisions included in Clause 10.
- It is necessary to establish one of the decisions included in Clause 10.

AENOR shall communicate the adopted agreements and the reasons for those agreements to the certified client. It is possible to file an appeal in face of these agreements, as indicated in Clause 11.

5 Renewal of the Certificate

5.1 Recertification audits

At least three months prior to the end of the validity period of the Certificate, there will be an audit of the management system of the certified client so as to verify if its renewal is appropriate.

The recertification audit shall evaluate whether, in practice and in light of the internal and external changes, the certified management system is efficient and contributes to the accomplishment of the policies and goals of the client.

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Prior to the audit, AENOR will send the certified client the corresponding plan, which shall include the operation dates, the appointed audit team, the place(s) where it shall be conducted, the scope and other relevant data in accordance with the provisions set forth in the applicable policy document. The certified client may request information on the appointed auditors.

The results of the recertification audits are shown in the confidential reports where the detected non-conformities shall be indicated, if any. The audit reports belong to AENOR; the certified client will keep a copy.

In case of non-conformities, the certified client shall show, within 30 calendar days, a plan of necessary actions to remediate them, indicating the expected commissioning deadlines and providing the necessary proof that these actions have been or are being conducted.

In order for the certificate to be renewed before its expiry, the term for the implementation of amendments and corrective actions shall not exceed its expiry date.

If the client does not wish to renew the certificate, it shall communicate it in writing to AENOR at least 4 months before its expiry.

5.2 Evaluation and agreements

AENOR shall evaluate the information included in the recertification audit and the action plan proposed by the client, being it possible to request clarifications, more information, or alternatives to the proposed actions. Based on all the evaluated information, it will adopt one of the following agreements, in a motivated manner and based on objective criteria:

- Renewal of the Certificate, with or without modifying the scope,
- Renewal of the certificate and, after that, the conduction of an extraordinary audit,
- Non-renewal of the Certificate until the conduction of an extraordinary audit with satisfactory results, or
- Application of one of the decisions included in Clause 10.

These extraordinary audits, to be conducted within the deadline set by AENOR in each case, have the purpose to verify the resolution of the detected non-conformities throughout the recertification audit. Failure to conduct the extraordinary audit within the deadline established by AENOR will lead to the non-renewal or to the application of one of the decisions included in Clause 10. After carrying out the extraordinary audit and, where appropriate, the corrective actions analysis proposed by the client, AENOR shall adopt a new agreement among those indicated in this section under the previously described terms.

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AENOR shall communicate the adopted agreements and the reasons for those agreements to the client. It is possible to file an appeal in face of these agreements, as indicated in Clause 11.

5.3 Issuance of the renewed Certificate

After the renewal agreement, AENOR shall issue a new Certificate with a maximum validity of three years. The Certification renewals are conducted in consecutive periods of three years at most. During such periods, the certified client shall be subject to the maintenance of their certificate described in Clause 4.

5.4 Change in the ownership of the Certificate

If a client that has been certified by AENOR changes their name, they shall provide all the information related to the possible impact of the change in the management system (activities, processes, resources, locations, organization, etc.) together with the public deed registered in the Mercantile Registry (or corresponding accreditative document, under the applicable legislation in the jurisdiction where the client operates). Depending on the situation, AENOR will carry out the necessary evaluation (documental or through an audit) to proceed with the modification of the certificate.

6 Registry

AENOR keeps a public registry on the certified organizations, whose purpose is to publicly evidence the granting and the status of their Certificates.

7 AENOR Mark.

The mentioned Mark in this Regulation confirms that the management system has been registered in AENOR's registry.

8 Use of the Mark

8.1 Only those clients who are holders of effective certificates are authorized to use the AENOR Mark. Its use is subject to the conditions specified below, in the corresponding Specific Regulation and, in the case of the AENOR Mark, AENOR's document "Mark Use Instructions."

8.2 The Mark shall not be directly associated to the products or services in such a way that it may induce one to believe that the products or services have been certified.

8.3 The client shall previously provide AENOR with all the documents and sites where the Mark will be used for its consideration. The client will not use any

commercial mark nor any other intellectual property from AENOR in the media, its website, corporative presentations, any other information system, or publicity, to third parties, without the express written consent by AENOR.

8.4 The client will not be entitled to use the Mark from the moment when:

- the validity period of the Certificate, which resulted in the corresponding use authorization, expires;
- AENOR communicates the temporary suspension, the cancellation or withdrawal of the Certificate; and/or
- the client voluntarily waives the Certificate.

8.5 The use of the Mark will be considered to be abusive when used in the following situations:

- Non-certified management systems or management systems implemented in places other than those included in the Certificate,
- Organizations that do not own a Certificate that license its use,
- Clients that mention or use the Mark for a scope other than the one established in its Certificate, and/or
- Clients whose Certificate has been temporarily or voluntarily suspended, or suspended by decision of AENOR, definitively withdrawn or cancelled due to waiver by its holder.

In case of detecting a misuse of the Mark for a product, service, process, or management system, and in case the client has other certified products, services, processes or management systems, whenever there is rational evidence of the existence of possible misuse of the Mark also for those products, services, processes or management systems, AENOR shall raise the possibility of initiating a sanctioning procedure in order to guarantee that the inappropriate use is limited to the one detected and it is not a general fault of the client's management system.

8.6 Apart from the suspension or withdrawal planned in Clause 10, any abusive use of the Mark or Certificate, whether on the part of the client or of a third party, will grant AENOR the right to initiate, within the framework of the current legislation, all legal actions which are deemed appropriate.

9 Client obligations

In addition to complying with the requirements set forth in the rest of the Clauses, the certified client is obliged to:

- a) keep the management system efficiently implemented as long as the

Certificate indicating so is valid;

- b) allow the audit team appointed by AENOR to access the documents, data and facilities related with the certified management system. The client's Management team and their closest staff shall be available for the AENOR staff throughout the audits;
- c) inform the AENOR audit team of all those facts that are considered to be relevant for the evaluation of the quality management system, and to enable their work at all times;
- d) carry out the corresponding payments of the expenses derived from the certification;
- e) promptly notify AENOR in writing:
 - the request of a temporary voluntary suspension of the certification for discontinuation of activity, relocation of facilities, or any other justification;
 - the amendments carried out upon the management system or the facilities that affect the certified scope or the contractual conditions;
 - the company's legal amendments or changes in the company name, which affect the certificate's scope or the contractual terms; and/or
 - the incidents, including any administrative or legal procedure, which may challenge the efficiency of the certified management system.

In light of this information, AENOR will define whether it is necessary to carry out an extraordinary audit or assess additional information to keep or modify its Certificate or its status. The modifications may consist in the extension, reduction, temporary voluntary suspension, or any other change included in the certification scope or certification data.

- f) having to provide AENOR with a procedure for the processing and registry of the claims conducted on products, processes or services covered by the certified management system, as well as the derived corrective actions;
- g) allow the staff from competent accreditation entities, bodies, or administrations to attend, as observers, the conduction of any type of audit conducted by AENOR in their facilities. The expenses derived from such assistance shall not be imputed to the client;
- h) in case of withdrawal or waiver of the Certificate, the certified client commits to:
 - not using the Certificate, copies, or reproductions thereof, or of the fact that they had been certified whatsoever;
 - remove any reference to the certificate that was once granted from documentation, publicity, or data; and

- immediately cease any use of the Mark.

10 Cancellations and withdrawals

10.1 Non-compliance of this Regulation, the corresponding Specific Regulation, or its specific contractual conditions by the certified client may entail the suspension or withdrawal for which the severity of the non-compliance and its repetition will be taken into account.

10.2 The following measures are established:

- Warning, with or without an increase in the rate of surveillance audits,
- Temporary suspension of the Certificate, with or without an extraordinary audit to assess whether the reason why the suspension was enforced has been efficiently solved. This measure will be specifically established when: the certified management system of the certified client has ceased to comply, persistently or severely, with the certificate requirements, including the requirements concerning the efficiency of the management system; or the certified client does not allow for the conduction of the surveillance audits of the certificate in accordance with the required frequency, and/or
- Withdrawal or reduction of the Certified scope. In general, this measure will be established when the problems that led to the suspension are not solved within the deadline set by AENOR.

The measures planned in the previous section shall be established in accordance with the characteristics arising in each specific case and based on criteria such as the severity and duration of the non-compliance, the recurrent commission of non-compliance considered in this Regulation, or the nature of the market in which it operates or of the affected goods and services, among others.

Namely, the non-compliances that may lead to AENOR adopting one of the measures included in this section 10.2 are:

- a) non-compliance of technical aspects that affect the conformity with the standards and other additional requirements of the certification scheme, and that jeopardize the safety or other regulatory aspects;
- b) the repetition of documental or technical problems, whether or not they affect safety, which happen when the same problems appear soon one after the other;
- c) the lack of response by the client before specific requests by AENOR due to a variety of reasons related with the solution of non-compliances detected in the controls;
- d) the unlawful, abusive, or disloyal use of the certificates or, if any, of marks.

10.3 AENOR, prior to adopting the agreement, shall notify the proposal to suspend or withdraw to the certified client, granting a 15-day deadline to file any appeal deemed appropriate.

10.4 In case of non-compliance affecting the safety of people or assets, the Managing Director or, in their absence, the General Manager of AENOR may agree upon a cautionary temporary suspension until a definite resolution can be adopted.

10.5 AENOR shall communicate the adopted agreements and the reasons for those agreements to the client. It is possible to file an appeal in face of these agreements, as indicated in Clause 11.

10.6 AENOR will make information regarding the suspended or withdrawn certifications available to the public and, in the latter case, during a one-year period from the withdrawal date.

10.7 In case of withdrawal, AENOR shall indicate so in the public Registry and will eliminate, from any other advertising material that may be deemed appropriate, all reference to the certified company. Likewise, it will cancel the corresponding Certificate.

11 Resources

11.1 The affected client may submit a reasoned written document to the Managing Director or, in their absence, the General Manager within 15 calendar days from the reception of the agreement notified by AENOR.

11.2 After it and no later than 30 calendar days, AENOR's Managing Director or, in their absence, the General Manager will resolve the said contestation. In case that the client disagrees with this resolution, they can, within 30 calendar days from the reception of the resolution, issue a reasoned remedy to the Certification Commission.

11.3 The Certification Commission will solve the reasoned request. The filing of the reasoned written document does not interrupt the application of the agreement solved by the Managing Director or, in their absence, the General Manager.

12 Claims on the service provided by AENOR.

12.1 Any client certified or in the process of certification by AENOR may file a complaint about the received service. It shall be sent in writing to the following e-mail address: calidad@aenor.com.

12.2 Upon reception thereof, AENOR will examine the case and will notify the client

whether the reason for the claim is appropriate, in which case it will adopt the necessary measures to avoid, where possible, its repetition and, as appropriate, the remediation measures to be adopted.

12.3 In case the client disagrees with the evaluation conducted by AENOR, they may appeal before the competent bodies.

13 Claims to AENOR about certified companies

13.1 The claims about products, services or activities included in the scope of a management system certified by AENOR shall be previously communicated to the certified client, who shall handle it in accordance with the claim processing procedure and, in general, with the certified management system.

In case the claimant is not satisfied with the processing of their claim, they may notify so in writing at reclamacionesclientes@aenor.com. They may likewise write to AENOR at C/ Génova 6, 28004 Madrid, or do so on the website www.aenor.com.

13.2 Upon reception of the claim, AENOR will evaluate whether its assessment is appropriate, for which the following is necessary:

- for the reason for filing the claim to be actually covered by the certified management system, and
- for it to have been made known and handled by the certified client.

AENOR will acknowledge receipt and will inform on the appropriateness of whether or not to assess the claim.

13.3 If so, AENOR shall ask the certified client to provide information on the way the claim has been processed, the causes that may have caused it and the corresponding corrective actions.

13.4 AENOR has the right to carry out an extraordinary audit as a result of a received claim, for which it may ask for the claimant to pay a deposit to cover the anticipated expenses.

The extraordinary audit costs will be borne by the certified client or by the claimant, depending on the outcome.

13.5 As a result of the conducted research, AENOR will decide whether to adopt an agreement related to the maintenance of the granted certification. Such decision will be communicated to the certified client and to the claimant.

14 Waiver of certificate and contract termination

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The client may waive the certificate at any time, in which case they should communicate it in writing to AENOR through such means that the reception is guaranteed, being the waiver effective once AENOR confirms its acceptance in writing. The waiver does not exempt from the previously contracted economic obligations.

15 Confidentiality

15.1 AENOR will, in accordance with the applicable legislation, handle all the information, data and documents of the organizations to which it may have access throughout the granting, maintenance or renewal of the Certificate processes in a confidential manner, notwithstanding the provisions set forth in Clauses 6 and 10.

15.2 The information on a certified client shall not be disclosed unless there is a prior written consent. Where AENOR is required by Law to provide information on a client, it will do so, but the affected client will be notified in advance, except for those cases where the notification is expressly prohibited by law.

15.3 However, AENOR might show the content of the other files to the accreditation bodies, certification bodies, and those bodies that own conformity Marks of management systems with which there is—or with which there is the intention to reach—a recognition agreement of the Certificates, so as to show documented evidence of the compliance of this Regulation, to the competent authorities in the case that the Certificate presumes conformity with any mandatory regulation, or to the administration.

15.4 AENOR will handle, as entity responsible for the processing, the personal data sent by the organizations as a consequence of this Regulation. Regarding those personal data to which AENOR has access during the certification process and whose access is necessary for the appropriate provision of the service, AENOR will be considered to be the entity responsible for the processing. Where appropriate, it will be possible to exercise the rights to access, amend, delete, oppose, and limit the processing of personal data, by contacting AENOR at datos@aenor.com, being it necessary to properly identify the applicant for such purpose.

16 Publicity

AENOR may publicize the granted certifications through any means.

17 Monetary conditions

17.1 AENOR shall notify to each one of the organizations about the price for the certification service, its maintenance and renewal.

17.2 Unless the offer of an organization shows otherwise, the price of the service does

not include the expenses generated by any extraordinary audit or evaluation necessary for the granting, maintenance, renewal, extension, or modification of the certification scope.

17.3 The temporary suspension or definitive withdrawal of the Certificate will not allow for the reimbursement of payments conducted to date by the client, neither does it exempt from the payment of obligations previously contracted by AENOR.

18 Acknowledging agreements

AENOR might sign cooperation or mutual recognition agreements on the certification of management systems with other bodies.

If a client requests the application of one of the agreements, the content of the signed agreements will prevail over the content of this Regulation, and it will be applicable prior consent of the certified client.

19 Amendments

Any amendment to this Regulation shall be notified in writing to all the clients that have submitted a request and to those that are already certified, specifying, where necessary, the period granted for the application of the new conditions. The communications may be electronic.

20 Cessation of validity of the Certificate

The Certificate will automatically cease to be valid in the following cases:

- a) When the technical specifications on which the Certificate is based cease to be applicable,
- b) When the client uses the Certificate in an abusive manner (refer to Clause 8) or misuses the AENOR Mark, where applicable,
- c) When the deadline established in the certificate and/or in the corresponding Specific Regulation is reached,
- d) When the client expressly waives the Certificate. In this case, the client must communicate it in writing to AENOR, being the waiver effective when AENOR confirms its acceptance (refer to clause 14), and/or
- e) When the payments connected to the certification are not made.