

## SPECIFIC CONDITIONS OF CERTIFICATION SERVICES

### TO 9100 SERIES AEROSPACE STANDARDS CERTIFIED UNDER THE UKAS ACCREDITED SCHEME

#### 1. GENERAL

- 1.1 "9100 Series Aerospace Standards" means: EN 9100:XXXX, AS 9100X, JISQ 9100:XXXX, EN 9110:XXXX, AS 9110X, JISQ 9110:XXXX, EN 9120:XXXX, AS 9120X and JISQ 9120:XXXX or updated editions of the foregoing if so agreed by Bureau Veritas Certification.
- 1.2 "Governing Standards" means the currently effective versions of EN 9101 and EN 9104-001, AS 9101 and AS 9104-001, or JISQ 9101 and JISQ 9104-001 as applicable.
- 1.3 These Specific Conditions of Certification Services apply to the Services provided by Bureau Veritas Certification in respect of the 9100 Series Aerospace Standards.
- 1.4 The provision of the Services by Bureau Veritas Certification are governed by and offered in compliance with the Governing Standards. The Client confirms that it shall comply with all provisions of the Governing Standards that apply to the Client.
- 1.5 The Client shall establish and maintain access to the SAE Aerospace OASIS database ("OASIS database") by appointing an OASIS database administrator whose duties shall include managing the following data within the OASIS database:
- the Client's organisational contact information;
  - the identity of the Client's OASIS database administrator;
  - the users associated with the Client;
  - external access to the Client's audit results within the database; and
  - OASIS database feedback
- 1.6 Client acknowledges that Client must comply with the duties, responsibilities and requirements of the ICOP scheme as defined in the 9100 Series Aerospace Standards AQMS processes. Accordingly the Client shall:
- allow Bureau Veritas Certification to provide Tier 1 data (i.e., information on the issued AQMS standard certificate - public domain) and Tier 2 data (e.g., information and results of audits, assessments, nonconformances, corrective action, scoring, and suspensions- private domain) to the OASIS database;
  - provide access to the Tier 2 data in the OASIS database to their aviation, space, and defense customers and authorities, upon request, unless justification can be provided (e.g., competition, confidentiality, conflict of interest);
  - provide immediate notification to their aviation, space, and defense customers if Client loses its AQMS standard certification;
  - be responsible for notifying Bureau Veritas Certification of significant changes within the Client organization (including but not limited to, changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements); and provide upon request copies of the Report and associated documents to Client's customers and potential customers unless justification can be provided (e.g., competition, confidentiality, conflict of interest) which may be through the provision of the Report directly or by providing access through the OASIS database.

#### 2. REQUESTS FOR CERTIFICATION

- 2.1 **Single-Site Offer:** offer issued by Bureau Veritas Certification to a Client for the Services for one site and/or location.
- Multi-Site Offer:** offer issued by Bureau Veritas Certification to a Client for the Services for two or more sites and/or locations.
- 2.2 The Client will be asked to supply detailed information about the size and scope of their operations subject to Bureau Veritas Certification's Services.
- 2.3 Upon receipt of this information Bureau Veritas Certification will issue a Bureau Veritas Certification Order Form to the Client.
- 2.4 Where a Multi-Site offer is made, Bureau Veritas Certification Multi-Site offer is based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to the Governing Standards.
- 2.5 Where any subsequent audit information supplied by the Client is found not to be accurate, Bureau Veritas Certification reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure the Governing Standards are complied with.

#### 2.6 NONCONFORMITY

When Major Non Conformity or Major changes occur, or feedback from one or more of Client's customers is entered into the OASIS database which is not closed through documented evidence, Bureau Veritas Certification undertakes a "special audit", which is charged at Bureau Veritas Certification's current rates.

All fees to review Client's proposed actions to close Minor Non Conformities and to review documented evidence to close feedback from Client's customers on the OASIS database are charged on a time basis.

Client further acknowledges that in accordance with the requirements of the Governing Standards failure of Client to abide by the requirements of the Governing Standards shall be sufficient cause for withdrawal of Client from the ICOP scheme and the OASIS database listings.

#### 3. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL.

The Client acknowledges that Bureau Veritas Certification is obligated by Bureau Veritas Certifications Accreditation Body to initiate the suspension of the Client's Certification of Approval in the event that Client fails to demonstrate that conformance to the applicable standard has been re-established within 60 days of the issuance of a nonconformity report.

Please acknowledge your agreement and acceptance of the terms set out in Bureau Veritas Certification Holding SAS – UK Branch’s offer by signing two (2) originals and returning one (1) duly completed, stamped and signed original to us including the initialled General Conditions of Certification Services of Bureau Veritas Certification Holding SAS – UK Branch and Specific Conditions of Certification Services.

**On behalf of Bureau Veritas Certification**

**Holding SAS – UK Branch**

Name Position

**Client**

Name

Signature

Position



## **Annexure to SA 8000 Certification Contract:**

### **1. General requirements**

- 1.1. Top Management of the organization under certification shall sign the code of conduct letter including anti bribery statement presented by Team Leader during all audits of SA 8000
- 1.2. Contact information of Bureau Veritas Certification and Accreditation body SAAS shall be displayed at prominent places within the organization.
- 1.3. Organization shall create awareness of SA 8000 performance indicators and Social fingerprint process within the organization.
- 1.4. With respect to SA8000 certification, working conditions for all personnel working on behalf of the organisation seeking certification (including those employed by supplier organisations) are required to also comply with the requirements of SA8000. *This includes ancillary workers such as security staff, labour agency temporary personnel, catering staff, cleaning staff, etc*
- 1.5. In case of any kind of complaints received from Stakeholders, organizations shall cooperate in investigation of those complaints. Organization shall not hide any fact or information from Bureau Veritas investigation team.
- 1.6. In case of attempt to bribery, critical nonconformity will be raised against the organization and audit process will be terminated as per SAAS procedure 200. Such instances will be immediately informed to SAAS for any further action.

### **2. Services Delivery**

- 2.1. All SA 8000 certification services are delivered in full compliance to SAAS procedure 200 latest version which is publicly available at <http://www.saasaccreditation.org/sites/default/files/u4/> and organizations are encouraged to review the requirement and ensure compliance
- 2.2. The organisation that is to be certified SHALL have active contracts with its customer(s) at the time of its application for SA8000 Certification
- 2.3. Any client that does not readily accommodate a semi-announced surveillance audit visit during the window SHALL have their certification suspended.
- 2.4. No SA8000 Audit SHALL ever be combined with other audits such as ISO 9001, ISO 14001, or ISO 45001
- 2.5. Worker interviews will be conducted by audit team. No Manager or supervisor SHALL be present during worker interviews. If a trade union exists, the trade union representative shall be permitted to attend the interview at the request/agreement of the interviewee. Organization shall not deduct any wages for the time spent by the worker during interviews. Also penalized actions shall not be initiated by organization against worker for disclosing any factual information during audit process.
- 2.6. As per SAAS requirement, Bureau Veritas may conduct duplicate/Special audit within your organization after any SA 8000 audit is performed by audit team. Organization shall cooperate to conduct such duplicate audit.



- 2.7. SA8000 certificates ought to cover the complete premises and operations, including remote sites and home workers operating under a common management system
- 2.8. At least one member from the Top Management must be present throughout the audit, failing which audit team shall not proceed with the audit
  - 2.8.1. All Top Management Functions shall be audited by the Audit Team only with the Top Management Team
  - 2.8.2. Consultants shall not be present during the audit. All Communications with Audit Team must be done by the Top Management Team / Member
  - 2.8.3. Any Changes after the last audit must be formally communicated by the top management with the Audit Team leader. If any significant changes are noticed during the audit (such as Manpower verified during the last audit, which will impact the audit time) which were not informed to audit team shall be raised as MAJOR Non Conformity and will require additional onsite audit
  - 2.8.4. Top Management shall explicitly communicate to the audit team the factual information about seasonal production / peak production

**3. Access for auditor**

- 3.1. Access for verification shall be provided to all SA 8000 auditors to entire area under certification during all SA 8000 audits, including Semi-announced and unannounced audits. Access for verification shall not be denied under any condition.
- 3.2. Photography by auditors shall be permitted during the audit process as per requirement of SAAS. Photography will be done by maintaining the confidentiality and secrecy of proprietary processes of the organization. Organizations not permitting photography of the facilities cannot be SA 8000 certified
- 3.3. In case demanded by SAAS, Organization shall allow SAAS auditors to visit the organization facility to conduct witness audits and Market Surveillance Visits.
- 3.4. If BVC audit team is not permitted access to any of the permanent sites under multisite certification at any time for whatever reason, a Critical Non-conformity SHALL be raised and the Client's multi-site certification SHALL be cancelled and withdrawn.

Signature of the Organization Representative and seal:

Name of the Organization Representative :

Date:

**IATF 16949 STANDARD**

**1. GENERAL**

- 1.1 These specific terms and conditions of service (the “**Specific Conditions**”) are governed by the General Conditions for Certification Services of BV.
- 1.2 These Specific Conditions apply to IATF 16949 standards. The standard is defined in the “Rules for achieving International Automotive Task Force (“**IATF**”) recognition” (the “**IATF Rules**”) in force at the time of the Agreement and during the certification process described hereunder. Bureau Veritas SRL (“**BV**”) reserves the right to amend these Specific Conditions at any time further to any change in the IATF Rules and will inform the Client of such change.
- 1.3 BV offers certification services (“**Services**”) covering audit and certification against an appropriate recognised specification (“**Specifications**”) to any person, firm, company, association, trust or government agency or authority that applies for such Services (“**Client**”).
- 1.4 To achieve and preserve certification, BV’s Clients are required to develop and maintain their management systems in accordance with said Specifications, providing BV with unconditional access to audit or otherwise verify these management systems against the Specifications.
- 1.5 The certification awarded by BV covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client’s management systems certified by BV. Clients remain solely liable for any defect in their products and shall defend, indemnify and hold BV harmless from any and all defects, claims or liability arising from said products.
- 1.6 The issued certification does not exempt Clients from their legal obligations in respect of the services or products in the scope of their management systems.
- 1.7 Consultants of the Client cannot be physically present at the client’s site during the audit or participate in the audit in any way.
- 1.8 Pursuant to the IATF Rules, BV shall keep copies of the travelling expenses of the auditors (travel, accommodation or catering invoices). When the Client pays directly some of these costs, the Client may be requested by the auditor or by BV to supply a copy of the evidences (receipts, invoices...). In such case, the Client cannot refuse and shall comply within two (2) weeks of the request.
- 1.9 If the Client notifies its transfer to a new IATF-recognized certification body and notifies BV, this Agreement can be extended until all transfer activities to the new IATF-recognized certification body are completed, pursuant to the IATF Rules.
- 1.10 Audit start and end date shall be confirmed between BV and the Client at least three (3) months in advance of the next regularly scheduled audit.

**2. REQUESTS FOR CERTIFICATION**

The SF01 Application sent by BV must be fully completed and sent back to BV with supporting documentation at the requested time.

- 2.1 Upon receipt of this information, BV will issue a BV Order Form to the Client.
- 2.2 The BV Order Form is issued according to the information provided by the Client and the current version of the IATF Rules. Where any information supplied by the Client is found not to be accurate or to have changed, BV reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure the aforementioned rules are complied with.

**3. THE INITIAL CERTIFICATION PROCESS**

**3.1 Stage 1 Audit**

3.1.1 BV will undertake an on-site readiness review to determine the preparedness for Stage 2, including but not limited to understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, evaluating the client’s management system documentation, including the relationship and linkages to any remote supporting functions and outsourced processes, reviewing the allocation of resources for Stage 2, planning for Stage 2 and evaluating the internal audit systems. BV shall determine after Stage 1 if the Client has sufficient readiness to proceed to Stage 2 audit.

**3.2 Stage 2 Audit**

- 3.2.1 BV will provide an audit plan to the Client prior to the start of the audit. The opening meeting of Stage 2 audit shall take place no later than ninety (90) days following the end of the Stage 1 audit.
- 3.2.2 The BV audit team will meet with the Client’s management to discuss the details of the audit process and consider possible issues regarding the performance of the audit.
- 3.2.3 The BV audit team will prepare and present to the Client’s management an audit report, which will include the audit findings and the scope of certification.

**3.3 Changes to Stages 1 & 2**

- 3.3.1 If as a result of Stage 1, BV determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement shall be amended accordingly.
- 3.3.2 Based upon the information gathered during Stage 1 of the audit, BV may determine that the required information is not present and complete or that an issue could result in a major non-conformity at Stage 2 with respect to the effective implementation of the management system. In such cases, Stage 1 shall be reiterated until it produces satisfactory results before proceeding with to Stage 2.
- 3.3.3 When Stage 2 is planned consecutively to Stage 1, BV has the right to postpone Stage 2 if the results of Stage 1 are not satisfactory to proceed with Stage 2. In such case, the Client shall bear all the costs incurred by the postponement of Stage 2.

**3.4 Non-conformity management**

- 3.4.1 Pursuant to the IATF Rules, the Client shall provide BV, upon request, with information and evidence of corrective actions regarding its non-conformities within the timeframe prescribed by BV.
- 3.4.2 When Major Non-Conformity or Major changes occur, BV undertakes a “special follow up visit”, charged to the Client at BV’s current rates. A major Non-conformity shall require onsite verification of the corrective action. The onsite verification shall be completed within a maximum of ninety (90) calendar days from the closing meeting of the site audit.
- 3.4.3 When a Non-conformity is identified by BV during surveillance audit, then the suspension process shall be initiated on the last audit day. For any Major Non-Conformity an action plan is required within twenty (20) days following the audit.
- 3.4.4 All fees incurred to review Client’s proposed actions to close Minor Non-Conformities will be charged on a time basis at BV’s current rates.

**3.5 Issuance of Certification**

**3.5.1** BV will issue to the Client a Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the audit team have been completed.

**3.5.2** The Certificate of Approval will detail the Specification(s) to which the Client has been found compliant to at the time of the audit and the scope of the management system.

**3.5.3** The Certificate of Approval is issued in the English language and may be translated upon the Client request and with extra-costs in the Chinese, Spanish, French, Portuguese, German, Hindi or Turkish languages. The English version is binding and shall prevail in case of discrepancies.

**3.6 Documentation to be provided by the Client before each audit**

**3.6.1** The following information shall be provided by the Client to BV at least twenty (20) days before the agreed start date of each audit, this list being non exhaustive:

- Confirmation of the audit date,
- Client's quality management system documentation, including evidence about conformity to IATF 16949 requirements accordingly ,
- Quality manual (for each site to be audited),
- Evidence of one full cycle of internal audits to IATF 16949 accordingly followed by a management review,
- If applicable, evidence that the Client does not have any responsibilities regarding the design of products manufactured and/or supplied,
- List of current customers of the Client audited sites and internal performance data, internal audit and management review planning and results including key indicators and performance trends for the previous twelve (12) months,
- Identification of any customer special status condition since the previous audit,
- Notification about any new customers since the previous audit,
- List of qualified internal auditors,
- List of the Client's customer specific requirements according to the current version of the IATF Rules,
- The Client's customer satisfaction and complaints summary, including verification of customer reports, scorecards and special status,
- Follow-up on issues resulting from previous audits.
- In situations where remote supporting functions as defined in the IATF Rules, are audited by another certification body, BV may accept the audit report issued by the other certification body subject to the following conditions (this list being not exhaustive) to be met prior to each audit :
  - audit was conducted by IATF recognized certification body;
  - the client provides to BV, prior to the audit, a copy of the audit plan, audit report, all findings, all corrective actions, and all verification actions made by the other certification body;
  - this documentation confirms that all the interfaces between the remote supporting location and the site were audited by the other certification body;
  - copies of all onsite verification activities reports shall be provided by the Client to BV. This documentation shall be in the language agreed between the Client and BV.

**3.6.2** In addition to the above, in the event the transfer audit to BV from another certification body:

- A copy of the existing valid certificate,
- A copy of the previous three (3) years audit reports including evidence that all nonconformities issued by the existing

certification body for the site and any remote support functions are closed, pursuant to the IATF Rules,

- Follow-up on issues resulting from previous audits.

The documents required under articles 3.6.1 and 3.6.2 shall be received prior to the issuance of the audit plan. The IATF rules require BV to add to the defined audit duration an onsite additional time prior to the opening meeting in case the Client has not provided the documents in time. Any additional time will be charged to the Client at BV's current rates. In case the audit is postponed, the costs related to the postponement will be charged to the Client.

As per IATF rules implemented for Tier 1 Suppliers to IATF OEMs & also communicated through IATF Stakeholder Communique SC-2021-001 15 Feb21, the Client is required to submit copy of the most recent performance scorecards for all IATF OEM customers 3 months ahead of the scheduled audit to BV.

Client (Tier 1 Suppliers to IATF OEMs) will have some time (hours) added to their audit if they are not meeting the IATF OEM specified quality and delivery performance targets. This additional time shall be used by auditors to focus on the corrective action process and prevention of recurrence, including for related processes and products. The increased audit time is determined as IATF Rules 5th Edition SI # 26.

**3.7 Onsite verification of Client's changes before each audit**

**3.7.1** BV shall include in the audit plan a minimum of one (1) hour on site, prior to the opening meeting, for verification of changes to current customer and internal performance data, including a review of current online customer reports and/or customer scorecards. .

**3.7.2** The audit team shall adjust the audit plan based upon any new information collected, if required. This one (1) hour is in addition to the specified audit days and is charged to the Client at current BV rate.

**3.7.3** If the lead auditor is not able to complete his tasks by the end of this minimum one hour time onsite, BV and the Client will convene to one of the three following options: (1) to extend immediately this time prior to opening meeting, or (2) to postpone the audit to a later date, or (3) to proceed with the audit. If so, the decertification process shall be initiated.

**3.7.4** The extension will be charged to the Client at BV's current rates. In case the audit is postponed, the costs related to the postponement will be charge to the Client as a postponement and considered to be a late postponement at Client request.

**4. CERTIFICATION MAINTENANCE**

**4.1 Surveillance**

**4.1.1** Once BV has agreed on the dates, the Client must make all necessary arrangements to keep the agreed date. Surveillance audits shall be scheduled as from the last day of the initial Stage 2 audit or the last day of a re-certification audit in accordance with the current version of the IATF Rules.

**4.2 Re-certification**

**4.2.1** Every three (3) years BV will automatically review the Client's certification and, subject to satisfactory results of the surveillance audits and/or the re-certification audit (including all corrective actions which may have been agreed on between the Client and the audit team and completed), BV will re-issue the Client's certification and the Certificate of Approval(s). This must be completed before expiry of the current Certificate of Approval to

preserve the continuity of the certification. Once completed, certification will be reconfirmed.

#### 4.3 Special audit

4.3.1 It may be necessary for BV to conduct audits of certified clients to investigate performance complaints in response to changes to the Client's quality management system, significant changes as described under article 6.1.1 at the Client's site, or as a result of a suspended certificate. BV shall inform the Client in advance of the conditions under which this special audit is to be conducted.

4.3.2 The special audit is charged to the Client at BV's current rates.

#### 5. AUDIT REPORT

5.1.1 The BV audit team shall issue a written audit report (whether a draft or the final report) to the client at the closing meeting of each site or remote support location.

5.1.2 BV shall issue the final audit report within fifteen (15) calendar days of each audit to the Client. The final audit report shall be acknowledged (e.g. with a handwritten signature, dated email etc.) by the Client's management representative.

#### 6. CERTIFICATION CHANGES

6.1.1 The Client shall inform BV, without delay, of any significant changes to its product(s) or services that may impact the certified management system(s) and of any other circumstances which may affect the validity of its certification. As examples, Major or significant changes to the management system and process, change of contact address or location, additional sites, change of process, change of ownership status, change of scope of operations under the certified management system, change of number of employees, change of legal or commercial status, change of organization and management, change of the Client's IATF OEM customer special status condition (as set out in the current version of the IATF Rules), transfer to a new IATF-recognized certification body etc. are considered as changes which may affect the validity of the certification. BV will then take appropriate action, such as conducting a special audit at additional cost and/or amending the certification. Special audit can also be conducted to investigate complaints received about the Client.

6.1.2 Failure by the Client to inform BV of any significant changes shall be considered as a material breach of the Agreement and should result in the issuance of a Major Non-Conformity by BV and may result in its termination by giving the Client written notice thereof. Upon said termination of the Agreement, BV may withdraw the Client's IATF 16949 Certificate of Approval without having any liability whatsoever towards the Client.

#### 7. BV AND IATF MARKS

7.1.1 The Client must use the BV mark and the IATF mark related to the IATF 16949 certification scheme in accordance with the instructions of use provided by BV, including without limitation the requirements provided in Article 12 - Intellectual Property of the General Conditions for Certification Services.

7.1.2 The IATF mark shall only be displayed on the Certificate of Approval issued by BV. Any other use of the IATF mark is strictly prohibited.

7.1.3 There shall be no ambiguity, in the marks or accompanying text, as to what has been certified. The BV mark and the IATF mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

#### 8. BV AND IATF ACCESS

8.1.1 The Client shall grant BV and the IATF or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the BV audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client cannot refuse the presence of an IATF representative or its delegates at the Client's facilities. The Client shall allow BV to provide the final Report to IATF or their representatives. BV will recharge and invoice at cost to the Client the costs incurred by BV for the IATF requested witness audits.

#### 9. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL

9.1.1 BV reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval in conformance with BV "Suspension process", a copy of which is available upon request. According to the current version of the IATF Rules, suspension, withdrawal or cancellation of the Certificate of Approval will be considered if:

- BV receives a performance complaint against the Client from an IATF OEM member, its relevant IATF oversight office customer's Client or any automotive customer of the Client;
- the Client advises BV of a special status condition from an IATF subscribing OEM. Notification from the Client shall occur within ten (10) calendar days from receipt of the special status condition or otherwise specified by the Client's customer;
- the surveillance or recertification audit includes Non-Conformities;
- the Client voluntarily requests suspension due to significant changes of ownership or interruption of the manufacturing of product meeting the applicability for certification;
- the surveillance audit is not conducted at established intervals;
- the Client fails to supply required information to undertake effective audit planning;
- the Client fails to complete corrective actions within the agreed timescale;
- the Client fails to comply with the technical specification IATF 16949 accordingly or the customer specific requirements according to the current version of the "Rules for achieving IATF recognition" (including without limitation IATF OEM specifics, contract terms, service level agreements, SQA procedures, etc.);
- the Client fails to comply with the rules and requirements of the BV and/or the IATF marks;
- the Client fails to comply with its contractual obligations under the Agreement entered into with BV.

9.1.2 BV reserves the right to make public the fact that such action has been taken.

#### 10. APPEALS, DISPUTES AND COMPLAINTS

10.1.1 Should the Client wish to appeal against or dispute any decision of BV, it shall do so in accordance with the BV appeals procedure, available on BV's website or upon request.

10.1.2 Should a complaint arise about BV, such complaint shall in the first instance be made to the local BV office. If the Client does not wish to complain directly to the local BV office, the complaint shall be sent in writing to Bureau Veritas Certification Holding SAS, Le Triangle de L'Arche 8, Cours du Triangle, CS 90096 92937 Paris LA DEFENSE Cedex (France) attention to: Certification Vice President .

#### 11. PECIAL : REMOTE AUDIT (COVID-19 CONTEXT)

11.1.1 As per IATF communique Rev 5 dated from October 30<sup>th</sup>, 2020, IATF is permitting the certification bodies to conduct audit using remote auditing methods and technology (i.e remote audit) under condition that it is demonstrably

evident that a regular onsite will not be possible for reasons that are directly linked to COVID-19 Pandemic

**11.1.2** A remote audit shall be conducted the same as an onsite audit but using electronic methods, such as video conferencing, to remotely obtain audit evidence and evaluate it in order to determine the extent of conformity to the audit criteria.

BV has developed an internal process for approving the use of remote auditing methods for each remote audit. This involves additional audit planning steps that will be carried out by BV in co-ordination with the Client. These additional audit-planning steps to confirm readiness for remote audit shall be executed between Client and BV through pre-planning template. The duration of the remote audit shall be equivalent to that of an onsite audit per the IATF Rules, 5th Edition section 5.2. IATF requires to calculate 10% of the total audit days, with a maximum of four (4) hours, and apply this time to complete the additional audit planning steps and a technology test, including a short mock audit session for each environment to test the operation and effectiveness of the remote audit.

Effective 1st April 2022 the certification body shall increase the audit days by five (5) percent to ensure an effective and robust audit process due to the time needed to retrieve and display information, connect necessary participants, address any technology issues, and allow for breaks to

avoid screen fatigue. The increase in audit days shall be no less than (one) 1 hour. The increased audit time shall be determined after all permitted reductions have been applied, and after rounding per IATF Rules 5th Edition, clause 5.2.

**11.1.3** BVC considers electronic or electronically transmitted information as very important when using technology (ICT) for audit purposes, Hence the security and confidentiality is affirmed by BVC.



Revision	Comment on the changes	Review	Approval	Date
Rev 1,8	Updated clause 11 (removed monitoring event) and Clause 12 (added updated conditions of remote audit)	C Duperrier	Philippe Jeanmart	February 9, 2022
Rev 1,7	Updated clause 3.6 as per IATF Stakeholder Communique SC-2021-001 15Feb21	C Duperrier	Philippe Jeanmart	May 12, 2021
Rev 1,6	Updated in 12.1.2 no mandatory increased for remote audit duration	C Duperrier	S ter-Horst	January 12, 2021
Rev 1,5	Added end date of IATF monitoring event. Remote Audit Activity introduced in COVID-19 context	S ter-Horst	P.Jeanmart	November 1 <sup>st</sup> , 2020
Rev 1,4	Remote Monitoring activity introduced in COVID-19 context	S.Ponthieux	P.Jeanmart	June 1 <sup>st</sup> , 2020
Rev 1.3	Updated as aligned with the new T&C's	Flavio GOMES	S ter-Horst	April 24, 2020
Rev 1.2	In the title of the file, Version "V1.2" replaces "2019". Indicating year creates confusion, as it is the date of issuance of this file, not the version of the IATF.	S Tuffanelli	S ter-Horst	February 24, 2020
Rev 1.1	- Deleted reference to ISO/TS 16949 and Transition - Added Turkish language - Amended address of BVC Holding - Amended mistake article 1.5 referring to general term and condition and typo mistake art. 3.6.	S Tuffanelli	F Joly	March 22, 2019
Rev 1.0	First issuance			October 2017

# Technical Terms and Conditions for Certification Services

## 1. GENERAL

- 1.1 To achieve and preserve certification, Bureau Veritas Certification's (here below referred as BVC) Clients are required to develop and maintain their management systems in accordance with applicable specifications, allowing unconditional access to BVC to audit or otherwise verify these management systems against the applicable specifications.
- 1.2 The certification awarded by BVC covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by BVC. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their services and products and shall defend, protect and indemnify BVC from any and all defects, claims or liability arising from said services and products.
- 1.3 The issued certification does not exempt Clients from their legal obligations in respect of the services or products or any other requirement in the scope of their management systems.
- 1.4 BVC shall be authorized to make copies of Client Information, as required by ISO/IEC 17021-1 or as may be required by the Accreditation Body's retention policy.

## 2. SERVICES

### 2.1 DEFINITIONS

- 2.1.1 Capitalized terms not otherwise defined herein shall have the meaning given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO/IEC 17000 standards complemented by IAF or EA mandatory documents if any.

### 2.2 REQUESTS FOR CERTIFICATION

- 2.2.1 For the purpose of any accredited Services provided under this Agreement, the accredited entity (which holds the accreditation for the services) will be :
- (a) Bureau Veritas Certification Holdings SAS UK Branch, for services under UKAS accreditation.
  - (b) Bureau Veritas Certification Holdings SAS for services under ANAB and SAAS accreditation or UNIFE recognition.
  - (c) the local Bureau Veritas legal entity for services under their accreditation.
- The accredited entity will be named towards the Client. The accredited entity is entitled to legally enforce the certification relevant activities towards the Client.
- 2.2.2 The Client shall supply, through an Application Form, detailed information about the size and scope of its operations that will be subject to the Services.
- 2.2.3 Upon receipt of such information from the Client, BVC shall issue a Proposal.
- 2.2.4 For quality, environmental, and occupational health & safety management systems, BVC will determine the audit duration based on the information submitted by the client and the applicable IAF Mandatory Documents. The justification of the calculation can be made available to the Client
- 2.2.5 Where a Multi-Site Offer is made, this will be based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to the latest edition of the relevant Accreditation Body rules for each certification schemes. Where any subsequent audit information supplied by the Client is found not to be accurate, BVC reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure compliance with the aforementioned rules.
- 2.2.6 BVC is accredited / authorized in accordance with several schemes, e.g. DIN EN ISO 17021, rules of IATF, UNIFE, KBA and VDA. To the extent relevant, these schemes shall also apply to the relationship between the Parties to the effect that the measures and codes of conduct Bureau Veritas Certification is subject to in accordance with such regulation must also apply to the Client.

## 2.3 THE INITIAL CERTIFICATION PROCESS

The details of the Services to be provided must be agreed between the Client and BVC prior to BVC commencing any such Services.

### 2.3.1 STAGE 1 AUDIT

- (a) BVC will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit system).

### 2.3.2 STAGE 2 AUDIT

- (a) BVC will provide an audit programme prior to the commencement of the audit.
- (b) The BVC audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The BVC audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.
- (c) The BVC audit team will prepare and present to the Client's management a Report of the audit, which will include the audit findings, the non-conformities identified and the scope of certification.

### 2.3.3 CHANGES TO STAGE 1 AND STAGE 2 AUDITS

- (a) If as result of the Stage 1 Audit, BVC determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.
- (b) If, based upon the information gathered during Stage 1 of the audit, BVC decides that the required information were not provided and/or complete, this may result in a major non-conformity at Stage 2 with respect to the effective implementation of the management system.
- (c) When the Stage 1 & 2 Audits are planned back to back, BVC has the right to postpone the Stage 2 Audit at the expenses of the Client if the results of the Stage 1 Audit are not satisfactory to proceed with the Stage 2 Audit.

### 2.3.4 NONCONFORMITY

- (a) When major non conformity occur BVC undertakes a "special follow up visit", which is charged at BVC's current rates.
- (b) All fees to review Client's proposed actions to close any non-conformities (major and minor) are charged on reimbursable basis for professional time and expenses.

### 2.3.5 ISSUANCE OF CERTIFICATE OF APPROVAL AND REPORTS

- (a) BVC will issue the final Report if and when all corrective actions agreed between the Client and the BVC audit team have been completed.
- (b) BVC will not take a positive certification decision until the necessary requirements are fully met.
- (c) BVC will issue a Certificate of Approval to the Client once a positive certification decision have been made.
- (d) The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit, the scope of the management system, the geographical location and the validity period of certification.

## 2.4 CERTIFICATION MAINTENANCE

### 2.4.1 SURVEILLANCE

- (a) BVC operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The programme is ongoing and is agreed with the Client in the Agreement.
- (b) Once BVC has agreed the dates, the Client should make all necessary arrangement to maintain the agreed dates.

## Technical Terms and Conditions for Certification Services

Surveillance audits shall be conducted once a calendar year and the date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the certification decision date.

### 2.4.2 RE-CERTIFICATION

Every three (3) years BVC will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the BVC audit team and completed), BVC will re-issue the Client's certification and the Certificate of Approval. It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

### 2.5 CERTIFICATION CHANGES

The Client is required to inform BVC promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site, additional sites (even temporary sites), change of process, change of ownership, change of scope, change of number of employees, change of management etc are considered as changes which may affect the validity of the certification. BVC will then take the appropriate action, such as conducting a special audit, an unannounced visit and/or changing the certification at the then current rates. Unannounced visits can be conducted as well to investigate complaints received about the Client.

### 2.6 CERTIFICATION AND ACCREDITATION MARK

2.6.1 The Client shall use the certification mark in accordance with the instructions for use that BVC provides including the requirements related to intellectual property. Use of the mark of the Accreditation Body is prohibited.

2.6.2 The use of the certification mark is regulated by BVC through a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. BVC will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.

2.6.3 There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. Certification mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

### 2.7 ACCREDITATION BODY ACCESS

The Client shall allow the BVC's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the BVC audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or BVC. Refusal to accept a witness assessment by the Accreditation Body must be justified and accepted by Bureau Veritas and the Accreditation Body and could result in withdrawal of accredited certification where reasons are not accepted. The Client authorises BVC to disclose relevant data to the Accreditation Body.

### 2.8 SUSPENSION, WITHDRAWAL CANCELLATION OR RESTORATION OF THE CERTIFICATE OF APPROVAL

2.8.1 BVC reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give the Client a three (3) months' written notice or shorter notice as the situation may require depending upon the information available to BVC. If such aforementioned actions are deemed necessary by BVC, the Client will be fully briefed and will be given every possible opportunity to take corrective action

before a final decision is taken on what action BVC should take after the expiration of such notification period.

2.8.2 Unannounced visits may also be conducted as a follow up on clients which certification has been suspended.

2.8.3 Suspension is lifted and certification is restored upon satisfactory clearance of non-conformities and verification by BVC of the compliance of Client's management system.

2.8.4 BVC reserves the right to publish the fact that such action has been taken.

## 3. CERTIFICATE OF APPROVAL AND REPORTS

3.1 The Client must not reproduce the Certificate of Approval or the Reports or make copies thereof without the prior written consent of BVC. Neither the Client nor any third party is entitled to rely on any reproduction or copy of a Certificate of Approval or the Reports for which the prior written consent of BVC has not been obtained.

3.2 The Certificate of Approval or the Reports are issued by BVC and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, distributed, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of BVC. Notwithstanding the foregoing, the Client is permitted to use the Certificate of Approval as proof of certification of the management system towards third parties.

3.3 The Certificate of Approval or the Reports are given only in relation to the written instructions, documents, information and samples provided to BVC by the Client prior to the performance of the Services. BVC cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or the Reports to the extent that the Client has given BVC erroneous or incomplete information.

3.4 The Certificate of Approval or the Reports will reflect the findings of BVC at the time of performance of the Services only and in respect of the Client Information made available to BVC prior to or during the performance of the Services. BVC shall have no obligation to update the Certificate of Approval or the Reports after issuance, except as otherwise stated in the Agreement or agreed in writing between the Parties.

3.5 The Client (not BVC or its Affiliates or their respective representatives) is solely and exclusively responsible for exercising its own, independent judgement with regard to the Certificate of Approval or the Reports, information provided by BVC and for any decision or action undertaken by the Client or any third party on the basis of the Certificate of Approval or the Reports provided by BVC. Neither BVC nor any of its Affiliates or their respective officers, external auditors and technical experts, employees, representatives or assigns warrant the quality, outcome, effectiveness or appropriateness of any decision or action taken by the Client on the basis of the Certificate of Approval or the Reports provided under the Agreement.

3.6 BVC is under no obligation to refer to or report on any facts or circumstances which are outside the scope of the Services and accepts no liability for not referring to or reporting on such facts or circumstances.

## 4. APPEALS, DISPUTES AND COMPLAINTS

4.1 Should the Client wish to appeal against or dispute any decision of BVC, it should do so in accordance with the BVC appeals procedure, available on BVC website or upon request.

4.2 Should a complaint arise about BVC, such complaint shall in the first instance be made to the local BVC office. If the Client does not wish to complain directly to the local BVC office, the complaint shall be sent in writing to the corresponding Accredited Entity or the related Accreditation Body or Scheme Owner.