Technical Terms and Conditions for 17021 Accredited Certification Services

1. ACCREDITATION 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, including but not limited to:

- Accreditation standards of the ISO/IEC 17021 series and additional requirements and guidance provided by other International Standards
- Applicable IAF Mandatory Documents
- Technical Regulations of the Accreditation Bodies
- BVC Generic Terms and Conditions for Certification Services
- BVC Marks and Logos procedure

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 Italy Branch, for services under ACCREDIA accreditation.

(c) Bureau Veritas Certification Holdings SAS for services under ANAB and SAAS accreditation or UNIFE recognition.

(d) 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 nonconformity 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. 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), virtual site, 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 available on the BVC Website, explaining how to display and use the certification mark and associated logos, which is available upon request and communicated to customers at the time of issuance of their certification documents. 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 AND OTHER BVC REPRESENTATIVES ACCESS**

2.7.1 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.

2.7.2 Likewise the client shall allow additional BVC participants (without additional costs or time) to the audit as follow:

(a) BVC auditors in progress of qualification (observers, auditors in training);

(b) BVC personnel supervising the lead auditor as part of usual shadow audit programme.

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.