

SPECIFIC CONDITIONS OF CERTIFICATION SERVICES

TO 9100 SERIES AEROSPACE STANDARDS CERTIFIED UNDER THE UKAS ACCREDITED SCHEME

1. GENERAL

1.1 These specific terms and conditions of service (the "Specific Conditions of Certification Services") are governed by the General Conditions for Certification Services of Bureau Veritas Certification.

1.2 Bureau Veritas Certification Holding SAS – UK Branch ("Bureau Veritas Certification") offers certification services ("**Services**") covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("**Client**").

1.3 Capitalised terms herein unless defined herein shall have the meanings given to them in the General Conditions for Certification Services of Bureau Veritas Certification.

1.4 "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.

1.5 "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.

1.6 These Specific Conditions of Certification Services apply to the Services provided by Bureau Veritas Certification in respect of the 9100 Series Aerospace Standards.

1.7 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.

1.8 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:

- i. the Client's organisational contact information;
- ii. the identity of the Client's OASIS database administrator;
- iii. the users associated with the Client;
- iv. external access to the Client's audit results within the database; and
- v. OASIS database feedback

1.9 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:

- i. 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;
- ii. 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);
- iii. provide immediate notification to their aviation, space, and defense customers if Client loses its AQMS standard certification;
- iv. 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
- v. 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.

1.10 To achieve and preserve certification, Bureau Veritas Certification's Clients are required to develop and maintain their management systems in accordance with said specifications, allowing unconditional access, subject to clause 3.6, to Bureau Veritas Certification to audit or otherwise verify these management systems against said specifications.

1.11 The certification awarded by Bureau Veritas Certification 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 Bureau Veritas Certification. 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 products and services and shall defend, protect and indemnify Bureau Veritas Certification from any and all defects, claims or liability arising from said products and services.

1.12 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.

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.

3. THE INITIAL CERTIFICATION PROCESS

The details of the Services to be provided must be agreed between the Client and Bureau Veritas Certification.

3.1 PRE-AUDIT

The pre-audit is an optional chargeable audit which does not form part of the initial certification process defined by the Governing Standards, but which is designed to preview the Client's management system for areas of the specifications against which the Client asks for certification. Bureau Veritas Certification will issue a Report to the Client detailing the findings of this audit in due time including any identified appropriate actions.

3.2 STAGE 1 AUDIT

Bureau Veritas Certification will undertake a Stage 1 audit in accordance with the Governing Standards.

3.3 STAGE 2 AUDIT

Bureau Veritas Certification will provide an audit plan prior to the commencement of the audit.

The Bureau Veritas Certification 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 Bureau Veritas Certification audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.

The Bureau Veritas Certification audit team will prepare and present to the Client's management a Report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

3.4 CHANGES TO STAGES 1 & 2

If as result of Stage 1 Bureau Veritas Certification determines that the Stage 2 arrangements (*i.e.* changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.

If after Stage 1 Bureau Veritas Certification determines that Client is not ready, Stage 1 can be repeated until it produces satisfactory result to proceed with Stage 2. Such repeat Stage 1 audits shall be chargeable.

3.5 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.

3.6 ISSUANCE OF CERTIFICATION

Bureau Veritas Certification will issue to the Client Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the audit team have been completed.

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

For the avoidance of doubt the Client acknowledges that Bureau Veritas Certification is obliged to limit the scope of certification in the Certificate of Approval to exclude processes where Client did not grant sufficient access to processes or documentation to enable Bureau Veritas Certification to verify Client conformance with certification requirements. Client further acknowledges that Bureau Veritas Certification may not issue a Certificate of Approval if sufficient access to mandatory processes and supporting documentation is not granted by Client.

4. CERTIFICATION MAINTENANCE.

4.1 SURVEILLANCE

Bureau Veritas Certification 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.

Once Bureau Veritas Certification has agreed the dates, the Client should make all necessary arrangement to maintain the agreed date. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the last day of the stage 2 audit.

4.2 RE-CERTIFICATION

Every three (3) years Bureau Veritas Certification will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and the re-certification audit (including all corrective actions which have been agreed between the Client and the audit team and completed), Bureau Veritas Certification will re-issue the Client's certification and the Certificate of Approval(s). 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.

5. CERTIFICATION CHANGES

The Client is requested to inform Bureau Veritas Certification 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, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. Bureau Veritas Certification will then take the appropriate action, such as conducting a special visit and/or changing the

certification. Special visits can be conducted as well to investigate complaints received about the Client.

6. BUREAU VERITAS CERTIFICATION AND ACCREDITATION MARK

The Client shall use the Bureau Veritas Certification and Accreditation Body marks in accordance with the instructions for use that Bureau Veritas Certification provides including the requirements provided in Article 6 - Intellectual Property of the General Conditions for Certification Services.

There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. Bureau Veritas Certification mark and/or Accreditation Body 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.

7. ACCREDITATION BODY ACCESS

The Client shall allow the Bureau Veritas Certification's Accreditation Body or their representatives' access together with representatives appointed by the Certification Body Management Committee, customer representatives and representatives of regulatory authorities to any part of the audit or surveillance process for the purposes of witnessing the Bureau Veritas Certification audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards and the effectiveness of the audit process. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or Bureau Veritas Certification.

8. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL.

Bureau Veritas Certification reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give a three (3) months written notice or shorter notice as the situation may require depending upon the information available to Bureau Veritas Certification. If such actions are deemed necessary 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 Bureau Veritas Certification should take.

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.

Bureau Veritas Certification reserves the right to make public the fact that such action has been taken.

9. APPEALS, DISPUTES AND COMPLAINTS

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

Should a complaint arise about Bureau Veritas Certification, such complaint shall in the first instance be made to the local Bureau Veritas Certification office. If the Client does not wish to complain directly to the local Bureau Veritas Certification office, the complaint shall be sent in writing to Bureau Veritas Certification Holding SAS- UK Branch, Floor 5, 66 Prescott Street, London E1 8HG attention to: Managing Director

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 [_____]