

DQS Assessment and Certification Terms and Conditions

1. Assessment and Certification Services

1.1 Scope and Applicability

These DQS Assessment and Certification Terms and Conditions apply to all assessment and certification services offered and rendered to clients of the international DQS Group, including all its subsidiaries and partners. A current list of all members of the DQS Group is available at www.dqsus.com. These Terms and Conditions apply throughout all stages of the certification or assessment process, including but not limited to service offers and quotations, contracts, purchase and/or work orders, schedules and addendums agreed to between DQS and Client, unless it is otherwise explicitly agreed in writing or so prescribed by statutory instruments.

These Assessment and Certification Terms and Conditions become effective with immediate effect after their publication and remain valid until a new version is issued and published.

1.2 Definition of terms

“Client” stands for customers and any organization that inquires about or receives any DQS certification or assessment service, including their representatives, who act on their behalf.

“DQS” stands for any group member of the international DQS Group, including its subsidiaries and partners, who offer and/or deliver certification and assessment services to clients. In some cases one group member may become the contractual local partner of a client, while a specific service may be delivered partially or in full by another group member.

“Assessor” stands for assessors, auditors and experts, who are assigned to a certification and assessment process on behalf of the DQS group.

1.3 Assessment and Certification Services

The assessment and certification of a management system by an independent, competent third party, such as DQS, generates valuable benefits for the client. A DQS certificate will serve as evidence for a suitable and effective management system with the capability to continuously meet customer expectations as well as regulatory and statutory requirements.

During an assessment qualified and experienced assessors review the management system and its processes for ongoing suitability and effectiveness in light of changing markets and environment. By identifying improvement potential, assessors enhance the organization’s ability to meet established goals and objectives, thus enhancing sustainable success for the client. With a DQS certificate customers may place confidence on the client and the certified management system, which has been assessed and certified to recognized standards and specifications.

1.4 Reference to individual contract and commercial terms

These DQS Assessment and Certification Terms and Conditions are an integral part of any and all certification and assessment agreements between Clients and DQS. Such agreements will always specify the individual type and nature of services offered and rendered, including pricing and timing. Furthermore, the parties will establish commercial terms, which will usually be specific to the country of service delivery and/or the country of residence of the contractual partners. Such commercial terms may include clauses on legal representation, jurisdiction, liability, tax, terms of payment and others, defined in the agreement itself or a respective reference document and addendum to the agreement.

2. The Certification Process

DQS assesses the Client’s management system, or parts thereof, with the goal of determining its conformity with agreed and acknowledged requirements, such as international, national or sector-specific standards or specifications. The respective assessment process may involve one or more steps, usually ending with an assessment report, which documents the assessment results. In the case of certification services DQS will issue a customer-specific certificate, confirming conformity to the respective requirements, when the fulfillment of all applicable requirements has been evident.

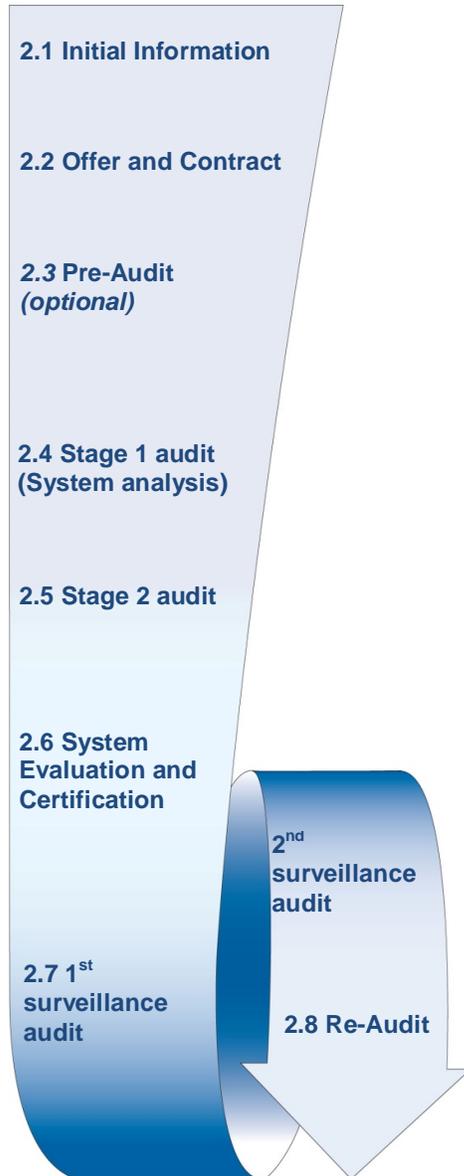
If nonconformities with requirements of the respective standard or specification have been identified during an assessment, corrective action shall be planned and carried out by Client within a specified time frame. Certificates will only be issued after the effective deployment of suitable corrective action has been demonstrated. The scope and duration of validity shall be stated on the certificate.

DQS and Client agree that the evaluation and/or certification of the Client's management system(s) shall be performed in accordance with the applicable standards, the industry related requirements (if applicable) and the Assessment and Certification Agreement, including this document and any documents attached thereto or referred to therein.

DQS is independent, neutral and objective in its assessments and certifications. Assessments are performed at Client's place of operations. The type, extent and time schedule of the procedure are subject to separate agreement by the parties. DQS strives to minimize any disturbances of the business process while conducting the assessment on Client's premises.

The Certification Process will generally include the following steps:

- 2.1** The process starts with the client's needs and expectations. DQS wants to learn about the client's organization, its management system, size and types of operation. Together both parties will define objectives for the assessment and/or certification, including applicable standards and specifications.
- 2.2** DQS will provide a detailed offer for assessment and certification services, tailored to individual client needs, based on the information provided initially. A written contract will specify all relevant deliverables as well as applicable assessment and certification criteria.
- 2.3** A pre-audit can serve as initial performance or gap analysis, identifying strengths and areas for improvement. For larger assessment and certification projects a project planning meeting provides a valuable opportunity for the client to meet the lead assessor and develop a customized assessment plan for all functions and locations involved. Both services are optional.
- 2.4** Stage 1 audit (System analysis): The assessment procedure itself begins with review and evaluation of system documentation, goals, results of management review and internal audits. During this process, it will be determined whether the client's management system is sufficiently developed and ready for certification. The assessor will explain findings and coordinate any required activities to prepare for the on-site system assessment.



2.5 Stage 2 audit: The assigned auditor team will audit the client's management system at the place of production or service delivery. Applying defined management system standards and specifications, the assessment team will evaluate the effectiveness of all functional areas as well as all management system processes, based upon observations, inspections, interviews, review of pertinent records, and other assessment techniques. The audit result, including all findings will be presented to the client during the closing meeting. Required action plans will be agreed upon as necessary.

2.6 System Evaluation: The independent certification function of DQS will evaluate the audit process and its results, and decide independently about issuance of the certificate. The client receives an audit report, documenting the audit results. When all applicable requirements are fulfilled the client also receives the certificate.

2.7 Surveillance audits: Either semi-annually or at least once per calendar year, there will be an on-site audit of the critical components of the management system. Improvement potential will be identified, with a focus on continual improvement and sustained effectiveness.

2.8 Re-Audit: A management system certificate is valid for a limited period of time, frequently for a maximum of three years. At the end of this cycle, a re-audit will be carried out to ensure the ongoing fulfillment of all applicable requirements. Subject to this fulfillment, a new certificate will be issued.

3. Rights and Obligations of Client

3.1. Maintaining the Management System

In order to obtain and maintain a certificate, the Client shall implement and maintain a documented management system which fulfills the requirements of the selected standard or specification. The Client shall provide evidence of conformity and effectiveness of the assessed management system, readily available for assessment by the assigned assessment team. The Client shall undertake all necessary actions to ensure that the management system is maintained in a conforming and effective manner at all times.

3.2. Access to Information

The Client ensures that DQS has access to all necessary information and the requisite facilities to perform the assigned assessment tasks. The Client commits all nominated representatives and employees to provide the assessor with accurate and complete information in a timely manner concerning all processes which may be significant to the assessment. Within the scope of certified management systems, all records relating to complaints and their corrective actions shall be presented to DQS upon request.

3.3. Notification of Changes

The Client is obliged to inform DQS without delay of any changes, which may influence the certified management system. This applies in particular to the purchase/sale of all or a portion of the company, any change in ownership, major changes in operations, fundamental alterations in processes or the filing for bankruptcy or composition proceedings. In any of these cases, DQS will consult with Client and determine how the certificate may be maintained.

3.4. Independence of the Assessment

Client is obliged to avoid anything that might compromise the independence of the employees and assessors of DQS. This applies in particular to offers of consultancy, offers of employment, both salaried and sub-contracted, to separate agreements about fees or other monetary rewards.

3.5 Right to reject Assessor

Prior to confirmation of the assessment date, the Client is entitled to review and reject the assessor(s) assigned by DQS with proper justification. In that case, DQS will assign a replacement for the rejected assessor.

3.6. Confidentiality and Information Security

The documents provided to the Client by DQS, including the Marks and the DQS certification symbol, are protected by copyright. Client specifically acknowledges that all documents which are provided or made available by DQS for examination remain the property of DQS, and that they may be used only for the internal needs of Client and not made available to third parties or be used for purposes other than those agreed upon herein or in writing. Client is obliged to maintain strict confidentiality about any information revealed within the terms of this Agreement as well as of all knowledge of matters relating to DQS, its employees and assessors. This obligation also applies after termination of the contract. Client similarly accepts this obligation on behalf of any vicarious agents and auxiliary persons.

Client is permitted to forward the assessment report in its entirety. The forwarding of extracts is not permitted.

3.7 Right to use Certification and Marks

With a valid DQS certification, the Client is entitled to use the certificate and respective certification marks for promotion purposes. Authorized use of copyrighted DQS Certified Management System Mark, the Registered Firm Mark and other Certification Marks (herein referred to as the "Marks") shall enhance confidence of customers in the Client's certified management system and the respective performance. These marks are frequently used on company stationery, in brochures, the Internet, at exhibitions, on vehicles or in advertisements. The Marks are directly associated with the certified organization and its management system.

Certificates and Marks may be used for promotion in accordance with the provisions of these Certification and Assessment Terms and Conditions. Such use is restricted to the scope and the period of validity of the certification. Marks may not be attached directly to a product or used in such a way as to give rise to the impression of being related to the conformity of a product with the standard or specification on which they are based. Section 5, Certificates and Marks, provides respective rules in detail. DQS is obliged to ensure correct use of certificate symbols.

3.8 Appeals and Complaints

Every Client of DQS has the right to have services performed within the agreed scope in such a way that all reasonable expectations and requirements are fulfilled. In case of non-fulfillment, the Client is entitled to file a complaint with the respective DQS Company. DQS will request information necessary for analysis and improvement.

In case of a difference of opinion with DQS assessors or a specific certification decision, the Client has the right to submit an appeal to the responsible DQS Company. If a solution cannot be worked out directly with the individuals concerned, Client may make a written appeal for resolution to the Top Management of the contracted DQS Company or, in a last instance, the Board of Arbitration whose decision shall be final.

4. Rights and Obligations of DQS

4.1. Assessment of Management Systems

DQS verifies the conformity and effectiveness of Client's certified management system by performing regular assessments (usually on a semi-annual or annual basis). For these assessment purposes DQS has the right to access Client's facilities within the framework of planned assessment visits, observe operations, inspect processes, products and services, interview employees and representatives, review documents and pertinent records, and to collect information with other assessment techniques. Should DQS receive information from third parties which dispute the conformity or effectiveness of a management system DQS has certified, it is entitled to perform additional, non-routine assessments after consulting with Client. In legally regulated areas, DQS is entitled to perform additional, unannounced assessments, whenever justified.

4.2. Accreditation and Authorization

DQS is authorized by various accreditation bodies and other Government and Non-Government Authorities to issue assessment reports and certificates according to various standards and specifications. This includes the obligation to allow employees or auxiliary persons of these bodies to participate in assessments. According to the applicable accreditation and authorization rules, DQS allows these individuals access to both its own documents and Client-related data, subject to the confidentiality requirements set forth herein. In addition, whenever individual standards or specifications explicitly require, Client-related data and assessment results are passed on to these bodies. By accepting these Certification and Assessment Terms and Conditions the Client consents to the applicable accreditation and authorization requirements, including all of the foregoing.

DQS is entitled to assign specific assessment and certification tasks to other DQS Companies, holding the required accreditations or authorizations. Whenever certificates are issued by a DQS Company other than the Client's contractual DQS partner, all relevant rights and obligations herein apply equally to the accredited and certifying DQS Company.

4.3 Assignment of Assessors

The assignment of competent assessors is the sole responsibility of DQS. DQS agrees to use only assessors, who are qualified for the task on the basis of their technical qualification, their experience and their personal abilities. Assessors shall be authorized for the required standard(s) or specification(s) and will have appropriate experience in Client's area of operation as well as in management and auditing. In many cases DQS may assign an audit team, comprised of two or more assessors to a specific assessment or certification process. On request, DQS will submit a short CV of the selected assessor to the Client.

Should an assessor become unavailable before or during the assessment, DQS will strive to provide a suitable replacement assessor, as feasible.

4.4 Scheduling Assessments

DQS has the right to schedule assessments of the Client's management system. Assessments shall be scheduled at the mutual convenience of both parties within the time frames mandated by the applicable requirements. Assessment dates shall be agreed upon in writing. Once confirmed such assessment dates are binding. Individual assessment agreements may include provisions for compensation for canceling or postponing confirmed assessments.

In the case of complaints, in response to changes, or as a follow up action on suspension, short-notice and/or unannounced audits may be conducted.

4.5 Issuance of certificate

DQS shall issue a DQS Certificate (herein referred to as "Certificate") and deliver it to Client upon Client's fulfillment of all certification requirements and contractual obligations. The certification decision is the sole responsibility of the accredited and issuing DQS group company, based on the assessors' recommendation for issue and all assessment results, as recorded in the assessment report. DQS certificates are valid for a limited period of time, usually a maximum of three years, commencing from the date of issuance.

4.6 Confidentiality and Data Protection

DQS commits itself to protect the confidentiality of all confidential information of Client that is not publicly

available and that is made available to DQS in the context of its activities on Client's premises, whether this information relates to internal matters of Client or to its business relations. This also applies to the verbal and written results of the assessment. DQS will disclose confidential information to third parties only with the written authorization of Client, unless explicitly provided otherwise in these Certification and Assessment Terms and Conditions. DQS retains records associated with assessments for a minimum of two certification cycles (usually six years). These commitments also apply after termination of the contract.

4.7 Publicity

DQS is entitled to maintain and publish a register of all Clients holding a current DQS certification. This publication contains the name and address of the certified organization as well as the scope and reference standard/specification and certification status. Client hereby consents to the publication of such information hereunder.

4.8 Electronic Communication

Notwithstanding the foregoing, Client hereby authorizes DQS to transmit unencrypted confidential information and other information through the Internet or a public network to e-mail addresses or other locations provided by Client. Client acknowledges that DQS cannot guarantee the privacy and confidentiality of such transmissions. Client agrees that DQS's transmission of confidential information via the Internet or other public network shall not be a breach of any confidentiality obligation under these Certification and Assessment Terms and Conditions and that DQS shall not be liable for any damages resulting from such transmissions, provided that such confidential information is handled with the same degree of care as DQS handles its confidential information.

If Client hyperlinks to DQS's web site, Client agrees: (i) the information contained on DQS's web site belongs to DQS; (ii) the linking web site will transfer the user directly to DQS's web site as posted by DQS without imposing any frames, browser windows or third-party content; and (iii) the linking web site may not state or imply that Client or its products or services are endorsed by DQS.

5. Certificates and Marks

5.1 Issuance and use of marks

DQS issues certificates confirming the conformity of the Client's management system to selected national and international standards as well as to recognized industry- or customer-specific requirements, when the Client has demonstrated in an assessment that all applicable requirements have been fulfilled. The Client is entitled to use the certificate and the related certification marks to promote confidence with business partners.

Upon issuance of a Certificate, an ongoing surveillance service will be established to ensure that conformity of the management system is maintained continuously. The establishment and maintenance of certification is contingent upon the execution of the assessment and certification agreement and the continued adherence to its terms and conditions by the Client.

Client agrees to cooperate with DQS in ascertaining the facts if it is reported that Client's management system, processes, goods or services are not in conformance with regulatory, statutory, certification or other applicable requirements, including sharing such information as Client acquires regarding the reported nonconformance, and to take and report to DQS on any corrective action necessary.

Client agrees that the surveillance service, such as advancement assessments, and any special assessments conducted by DQS are designed to serve only as a check on the means the Client exercises to determine conformance of its management system with certification requirements, and that Client is in no way relieved of its responsibility for its management system, processes, goods and services within the scope of certification.

Certificates and Certification Marks may not be transferred to successors in title or other organizations. After a certification has expired or has been suspended, withdrawn or annulled, Client must desist from any promotion or other use of the certification. Client agrees to return the certificate following expiration, withdrawal or annulment. The right of retention is specifically excluded.

Further information on the Marks is available at the websites of [DQS GmbH](#) as well as [-DQS Inc.](#)

5.2 Non-issuance of Certificates

DQS may only issue Certificates if all requirements of the selected standard(s), specifications and contracts have been fulfilled following the assessment (initial/re-assessment). In case of non-fulfillment, the assessor documents the shortcomings in a nonconformity report and/or otherwise identifies the restraints which must be complied with in order for a certificate to be issued.

All non-conformances or restraints shall be eliminated prior to the issuance of a DQS certificate. If necessary, DQS will repeat the assessment partially or in full. If the non-conformances have not been eliminated or if the prerequisites for the granting of a certificate have not been achieved even after follow-up assessments, the certification procedure will be concluded by the issuance of a report without a certificate.

5.3 Suspension, Withdrawal and Annulment of a Certificate

5.3.1 Suspension

DQS is entitled to suspend temporarily a Certificate if Client violates certification, contractual or financial obligations towards DQS, including but not limited to:

- Corrective actions to the management system have not been demonstrably and effectively implemented within the agreed-upon time frame;
- The schedule of audits suggested by DQS for assessment(s) necessary for the maintenance of the certification have not been complied with and the prescribed frequency since the previous assessment has thereby been exceeded;
- DQS has not been informed in a timely manner about planned changes to the management system and other changes which affect the system's conformity with the standard or specification which forms the basis for the assessment;
- A DQS certificate, an IQNet certificate or a certification symbol has been used in a misleading or unauthorized manner;
- Due payments for assessment and certifications services have not been made timely after at least one written reminder.

DQS will notify Client of a proposed suspension in writing. If the reasons for the proposed suspension are not eliminated within two weeks, DQS will inform Client in writing of the suspension of the Certificate stating the reasons as well as the corrective actions necessary for the certification to be reinstated.

Certificates are suspended for a restricted period (usually a maximum of 90 days). If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension of the Certificate is cancelled. If the required measures have not been implemented within the established deadline, DQS may withdraw the Certificate as set forth below.

5.3.2 Withdrawal

DQS is entitled to withdraw Certificates or to declare them invalid upon written notice to Client if:

- The suspension period of the Certificate has been exceeded,
- The conformity of the management system with the standard or specification on which it is based is not ensured or Client is not willing or able to eliminate nonconformities;
- Client continues to use the certification for promotion following the suspension of the Certificate;
- Client uses the certification in such a way as to undermine the reputation of the certification body or DQS;
- The preconditions which led to issuing the Certificate no longer apply;
- Client files any voluntary or involuntary petition in bankruptcy;
- Client effectively terminates its contractual relationship with DQS.

5.3.3 Annulment

DQS is entitled to annul Certificates, or retroactively declare them invalid, if:

- It subsequently turns out that the preconditions required for issuance of the Certificate had not in fact been fulfilled;
- Client has compromised the certification procedure so that the objectivity, neutrality or

independence of the assessment results are, in the judgment of DQS, in question.

6. Sector-specific requirements

In addition to the provisions stipulated above, specific technical requirements of individual standards or specifications and their complementary interpretations, collectively known as “Program Requirements” are applicable. Program Requirements are available on the DQS website at www.dqsus.com.

6.1 Automotive Sector with ISO/TS 16949

For Clients applying for ISO/TS 16949 certification/registration, the following terms and conditions also apply:

- a) Client shall notify DQS of any changes relating to its legal, commercial (e.g. joint venture, sub-contracting with other organizations), ownership (e.g. merger), organizational status (e.g. key managerial, contact address or location, scope of operations, major changes of the processes) or OEM customer special status, in writing, within five (5) working days of implementation of the change. Failure by the client to inform DQS of a change is considered as a breach of contract and may result in the withdrawal of the ISO/TS 16949 certificate.
- b) Client cannot refuse an IATF witness audit of DQS, the presence of a DQS witness auditor and/or the presence of IATF representatives or their delegates at client's facility.
- c) Client cannot refuse the request of DQS to provide the final report to the IATF.
- d) The only use of the IATF logo related to this certification scheme is as displayed on the certificate issued by DQS. Any other use of the IATF logo, separately or not, is prohibited. (Note: The client can make copies of the ISO/TS 16949 certificate bearing the IATF logo for marketing and advertising purposes.)
- e) Consultants to the client cannot be physically present at the client's site during the audit or participate in the audit in any way.
- f) Client agrees to comply with the “Rules for achieving and maintaining IATF recognition” document in the current version and all sanctioned interpretations and clarifications of that document that are published by the IATF.

6.2 Aerospace Sector

For Clients applying for the Aerospace Quality Management System (AQMS) certification/Certification scheme, the following terms and conditions apply:

- a) Aerospace Quality Management System (“AQMS”) standards are identified and include any standard recognized by the International Aerospace Quality Group (“IAQG”) and/or Americas Aerospace Quality Group (“AAQG”) and/or by the Asia-Pacific Aerospace Quality Group (“APAQG”), and/or European Aerospace Quality Group (“EAQG”) that is offered for accreditation under the “Industry Controlled Other Party-” (ICOP-) registration/certification scheme, e.g. AS/EN 9100, AS/EN 9110, AS/EN 9120, in conjunction with AS/EN 9101.
- b) DQS will only issue accredited certificates for AQMS standards in accordance with IAQG Aerospace Standard (AS) AS 9104/1 or EN 9104-001, *Requirements for Aerospace Quality Management System Certifications/Registrations Programs*.
- c) Client agrees that DQS in performing its functions in accordance with AS/EN 9104-1 and other requirement documents, in compliance with the AQMS accreditation scheme, can provide full access to the Accreditation Bodies (“AB’s”), AAQG, APAQG, EAQG and IAQG member representatives, and regulatory and government authorities, as necessary, for the right for review of all records and information pertaining to activities associated with demonstrating compliance to accreditation requirements. This includes information from all audit types.
- d) Client agrees that AB’s, AAQG, APAQG, EAQG and IAQG member representatives, other parties assessors, representatives of client's customer, and regulatory and government authorities have the right to attend a DQS audit for the purpose of witnessing or oversight at any and all client locations covered under the AQMS certification.
- e) Client agrees to allow AQMS assessment data to be entered into the IAQG On-Line Aerospace Supplier Information System (OASIS) by DQS for each assessment or surveillance visit upon Certification and subsequent audits, in accordance with the requirements identified in AS/EN9104-1 and related AAQG, APAQG, EAQG and IAQG documentation.
- f) Client is not authorized to use or create logos representative of the AB’s, AAQG, APAQG, EAQG and IAQG AQMS Oversight Teams, and/or the relevant Certification Body Management Committees without direct authorization by said organization(s).
- g) Although participation in the AAQG, APAQG, EAQG, IAQG and AQMS programs are voluntary,

the participating Client agrees to adhere to all aspects and requirements of the AQMS program and sector management schemes in their entirety. This includes, but is not limited to, the payment of fees and costs associated with participation, such as OASIS database Certification and purchase of applicable standards.

- h) Client must be identified under one of the five certification structures as identified in AS9104/1 or EN 9104-001 as agreed or previously agreed to with DQS.
- i) Client shall 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 for not providing such access (e.g., competition, confidentiality, conflict of interest).
- j) Client shall immediately notify their aviation, space, and defense customers if they lose AQMS standard certification. If a major nonconformance is issued to Client as an AQMS certified organization by one of their customers, the organization shall notify DQS.
- k) Client shall identify an OASIS administrator and be responsible to maintain organization name, address, and locations included on the certification (the name(s) and e-mail address(es) of the organization's OASIS database administrator(s); and the organization's contact person, phone, fax, e-mail address, and website), as applicable. DQS is required to be notified of significant changes within the organization (e.g., changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements).
- l) Client's OASIS database administrator is responsible for managing the organization's contact information within the database, users associated with the organization, external access to organization audit results in the database, and OASIS database feedback. The administrator shall be identified and entered into the OASIS database, prior to certification. Client's OASIS database administrator is required to be maintained throughout the certification. DQS may be required to suspend the Client's certificate during the certification cycle, or delay issuance of recertification should the Client fail to maintain the OASIS database administrator.
- m) Client is responsible to have an effective complaint/issue resolution process in place. Effective corrective action process is expected to provide for containment activities, conformance to the Applicable standard, completion of root cause analysis, corrective actions addressing all root causes, and a completion date for the implementation of all corrective actions. The process shall ensure that complaints are acceptably resolved within the AQMS requirement timeframes to assure effectiveness of the certified management system. If the complaint cannot be acceptably resolved DQS has the right to perform a short notice audit; this audit shall be completed within 90 calendar days from receipt of the complaint.
- n) Prior to contracting for and conducting AQMS standard audits, Client must disclose any classified material and/or export control requirements related to DQS auditor having access to these processes and materials. Formal agreement must be reached prior to the assessment for inclusion into the audit planning activities. Records of the disclosure and agreements, regarding auditor access, shall be maintained by the Client.
- o) The scope of certification shall not include processes that are not audited to sufficient depth and must be within the permissible exclusions of the standard.
- p) Client requests for AQMS auditor changes/substitutions without substantiated evidence of improper activity or contract violations will not be honored. Conformance to rules concerning export controls, auditor nationalities, and confidentiality/conflict of interest challenges shall be an exception to this requirement.
- q) Prior to each registration and each subsequent audit, Client must disclose information pertaining to their top 5 aviation, space, and defense customers including identifying who they are, the percent of business with each one, and contact information.
- r) Client agrees that DQS may provide information in its possession, as a result of the provision of services to the organization, to government, regulatory or law enforcement agency or department upon request of such agency or department. DQS shall notify Customer that it has received such a request. Client acknowledges that DQS will follow the rules for such disclosures as set out in the scheme.

6.3 Safe Quality Food (SQF)

For customers applying to Safe Quality Food (SQF), the Client shall comply with the duties, responsibilities, and requirements of the SQF Code Ed., 7.2 and the ISO 17065 Protocol pertaining to SQF requirements, SQF reliance system and Certificate Suspension rules:

The certification body shall suspend the SQF certificate if the supplier

- i. fails to permit the re-certification or surveillance audit,
- ii. receives an “F – fails to comply” rating,
- iii. fails to take corrective action,
- iv. fails to permit an unannounced audit,
- v. fails to take corrective action within the timeframe specified, or
- vi. where in the opinion of the UL DQS fails to maintain the requirements of the SQF Code.

Where the supplier’s certificate is suspended, the certification body shall immediately amend the supplier details on the SQFI database to a suspended status indicating the reason for the suspension and the date of effect; and in writing:

- i. inform the supplier of the reasons for the action taken and the date of effect;
- ii. copy the senior technical director of SQFI on the notice of suspension sent to the supplier,
- iii. request that the supplier provides to the UL DQS, within forty-eight (48) hours of receiving notice

Any SQF certificate decisions or information shall be forwarded to the Program Manager. The Program Manager and SQF Administrator shall work together in the pending suspension process. The SQF Administrator will be included in the decision making process at the latest, before the final verdict is made.

For customers applying to Safe Quality Food (SQF), the Client shall comply with the duties, responsibilities, and requirements of the SQF Code Ed., 7.2 and the ISO 17065 Protocol pertaining to use of SQF Logo and Quality Shield:

- SQF Professionals and Level 2 and 3 certified suppliers are granted authorization to use of the SQFI logo on any internal materials. The SQF logo can be obtained directly from SQFI. Level 3 certified suppliers are additionally granted permission to use of the SQF Quality Shield on any products and marketing materials. The SQF Quality Shield can only be obtained from UL DQS as your Certification Body.

6.4 Superior Energy Performance (SEP)

For customers applying to the Superior Energy Performance (SEP), the Client shall comply with the duties, responsibilities, and requirements of the SEP Energy Management Standard ANSI/MSE 50021 Standard and the SEP Industrial Measurement and Verification Protocol:

- a) Client responsibilities include defining the applicable Sector criteria and SEP Industrial Measurement and Verification Protocol, (these are verified only at the Initial and Recertification Audits – not applicable for surveillance audits).
- b) Client shall define their desired level of verification based on facility energy performance level, and maturity of energy program.
- c) Client shall accept the responsibility of the verification body to maintain and make publicly accessible or provide upon request, all information related to all management system certification activities and the geographic region in which they operate.
- d) Client agrees that the verification body maintain, make publically accessible or provide upon request a listing of all certified clients with their locations, scopes and headquarters which is all publically available information.
- e) Clients shall agree that the SEP Administrator is not considered a third party and is entitled to the information related within the standard, ANSI/MSE 50021 and the SEP Certification Protocol. The verification body and SEP Administrator shall work together to in meeting legal requirements and contract requirements of the verifier.
- f) The client shall inform the verification body, without delay, of matters that affect the capability of the management system to continue to fulfill the requirements of the standard used for

- certification
- i. Legal, commercial, organizational status or ownership;
 - ii. Organization and management (e.g. key managerial, decision-making or technical staff);
 - iii. contact address and sites;
 - iv. scope of operations under the certified management system,
 - v. major changes to the management system and processes.
 - vi. changes relating to major energy consumption related to facilities, systems, processes, or equipment or changes in source or changes in energy performance or SEnPI.
- g) Clients shall agree to analyze the cause and describe the specific corrective actions taken, planned, and eliminate detected nonconformities within a defined time.
- h) Clients will submit a corrective action and submit the means of approving that submission between them, the SEP Lead Auditor and SEP Performance Verifier when the client does not achieve the requirements of ANSI/MSE 50021.
- i) Client understands they are required not to submit data to modify the SEP achievement level following the certification or recertification audit. This needs to be done before the certification or recertification.
- j) The client shall provide (at a minimum) the following:
- i. Indicate the pathway decision
 - ii. type of energy sources and energy consumption per source;
 - iii. pathway to be used;
 - iv. level of improvement expected;
 - v. basic overview of the method for demonstrating energy performance improvement to be verified;
 - vi. pre-approval of the method used for SEP Measurement and Verification Protocol
- k) Client shall agree that the following items are part of the application review before proceeding with the audit:
- i. Site requirements for Safety, Security, etc. necessary to have access to the site identified,
 - ii. Energy information and data sufficient for planning the audit;
 - iii. Appropriate confidentiality issues have been addressed,
 - iv. Team members with appropriate sector- specific knowledge are available for the audit.

Any SEP documentation and information shall be forwarded to the Program Manager. The Program Manager and SEP Administrator shall work together in the application process. The application shall indicate the pathway decision. The application shall include the minimum information necessary for the verification body to make decisions regarding the client. The SEP Administrator will be included in the application process at the latest, before the final agreement is signed.

6.5 British Retail Consortium (BRC & BRC IoP)

For customers applying to British Retail Consortium (BRC), the Client shall comply with the duties, responsibilities, and requirements of the Global Food Safety Standard v7, Global Packaging and Packaging Materials v5, to BRC requirements, in accordance to ISO Guide 65:

1. The organization agrees to meet the reporting requirements detailed in the BRC Global Standard and clearly identify the scope of the audit on the appropriate forms provided by DQS Inc. during the service request initiation.
2. The organization acknowledges that a copy of the audit report and any subsequent certificate/results shall be supplied to the BRC and the Accredited Certification Body Office in the agreed format for the BRC standard used. All related documentation, reviewed by the auditor/CB shall be made available to the BRC upon request. Any forms sent to BRC will be copies of the originals and will be treated as confidential.
3. As a condition of undertaking an audit via the BRC scheme, the organization agrees to the possibility of the auditor being accompanied by other personnel (CB, Accreditation Bodies, BRC, etc.) for training, assessment or calibration purposes.
4. BRC reserves the right to conduct their own audit or visit to a site once certified in response to complaints, or as routine compliance should be enforced. These visits may be announced or unannounced. BRC may also contact the site directly in relation to their Certification status or for feedback on Certification Body performance, or investigation into reported issues.
5. For all services offered under the accreditation of DQS CFS GmbH, the Specific Conditions for the Assessment of Management Systems and Product Certification apply.