General Conditions and Procedural Guidelines for the Certification of Aerospace Quality Management Systems Based Upon the Requirements of AS9100 or AS9120

1. GENERAL

1.1. TUV Rheinland of North America, Inc. (hereinafter referred to as TRNA) offers interested organizations its services for the certification of aerospace quality management systems based upon the requirements of AS9100 OR AS9120.

1.2. TRNA, as a Certification Body (CB), assesses and registers the management systems of organizations, including but not limited to product manufacturers and service companies. The independence, confidentiality and impartiality of the auditors are guaranteed by TRNA. The TRNA structural and procedural organization ensures that the criteria stated in ISO/IEC 17021 and SAE AS9104 are fulfilled. TRNA shall utilize AQMS auditors that are both competent and authenticated in accordance with the requirements of ISO/IEC 17021, 9104/3, and AS9104/1. If TRNA utilizes AQMS auditors authenticated in other IAQG sectors, it shall provide appropriate supplemental education/training (e.g., local regulations, laws) to the auditors and maintain such records in accordance with their auditor-training program. The certification organization and process are documented and implemented as part of TRNA's Quality System. Further, TRNA regularly obtains, reviews, and implements IAQG, SMS, and CBMC (if applicable) ICOP scheme resolutions affecting the operation of TRNA or the AQMS standard certification of its clients. This is done by monitoring information flowed down from ANAB, participating in periodic AAQG/RMC meetings and visiting governing websites seeking revised information.

1.3. The TRNA Business Field Systems office at 1300 Massachusetts Avenue, Boxborough, MA 01719 has overall responsibility for the implementation of the AS9104-series requirements.

1.4. For the certification process to occur, a fully executed contract between TRNA and the organization ("the organization") requesting certification services is required. The following additional documents are considered as part of the contract and are binding on both parties:

1.4.1. the written quotation

1.4.2. the completed Application

1.4.3. "General Conditions and Procedural Guidelines for the Certification/Registration of Aerospace Quality Management Systems Based Upon the Requirements of AS9100 OR AS9120 by TUV Rheinland of North America, Inc." (MS-0005710_en)

1.4.4. "Conditions for the Use of the Trade Mark of the Registrar and the Use of the Accreditation Marks" (MS-0005743_en)

1.4.5. "TUV Rheinland of North America, Inc. General Terms and Conditions" (MS-0002298_en)

1.5. A condition for certification and certificate issuance is a successful assessment audit to determine compliance to the requirements of AS9100 OR AS9120. The audit must conclude with a positive result in order for a certificate to be issued.

1.6. Any data (in the form of checklists, approvals or other organization-specific information) generated by the process defined by this document shall be handled by TRNA and the organization as "sensitive" (or proprietary). Both TRNA and the organization, in the use of this data, shall keep it usage confidential both internally and externally, unless otherwise agreed in writing between TRNA and the organization. Any data resident at TRNA concerning the organization shall not be shared with any other organization, with the exception of the ANAB, AAQG and IAQG member OEMs, and Authorities* in accordance with their requirements. This includes data relative to nonconformities in the SAE OASIS database as well as other pertinent information.

1.7. TRNA must allow full access to the ANAB AAQG and IAQG member OEMs, and Authorities* for the right of review of all records and information concerning its activities associated with the certification of the aerospace quality management systems (AQMS) of organizations to whom AS9100 OR AS9120 applies [i.e., aerospace industry Original Equipment Manufacturers (OEMs)]. This includes information from audits of organizations in accordance with the process defined by this document.

***Note**: For the purposes of this document, "Authorities" are defined as the national authority for aviation, defense, and space regulations with jurisdiction within its country of origin [Federal Aviation Administration (FAA), Department of Defense, NASA in the United States, Department of Civil Aviation (DAC) and Brazilian Space Association (AEB) in Brazil, Transport Canada in Canada].

1.8. TRNA will leave copies of all information pertaining to the audit results (including checklists, findings, supporting documents, or other correspondence) with the organization for the purpose of the organization sharing this information with their customers.

1.9. TRNA shall ensure that organization's certified to an AQMS standard(s) are contractually required to provide copies of the audit report and associated documents/records to their customers and potential customers, upon request, unless justification can be provided (e.g., competitor confidentiality, conflict of interest). The organization may provide access to this data through the OASIS database or by providing the audit report directly to the customer.

1.10. TRNA will not provide AS9100 OR AS9120 AQMS certification services to any organization with whom a related body to TRNA has provided consulting services related to certification of the said organization within two years prior to provision of certification services by TRNA. Any individual who in the past two years provided consulting services to an organization shall not be involved with the certification of that organization. Where there might appear to be a conflict of interest, either through consulting or the offering of training to a potential client, this will be disclosed to the ANAB and the Registrar Management Committee prior to performing the certification process to determine if there is a conflict of interest.

1.11. Prior to contracting for or conducting AQMS standard audits, TRNA shall ensure that classified material or export control requirements, related to TRNA auditor access, are disclosed to the clients and included in the service contract and audit planning activities (see Application Questionnaire MS-0005683_en). Records of the disclosure and agreements, regarding auditor access, shall be maintained on the Accreditation Log (AL).

1.12. TRNA shall not allow requests for AQMS auditor changes/substitutions without substantiated evidence of improper activity or contract violations. Conformance to rules concerning export controls, auditor nationalities, and confidentiality/conflict of interest challenges shall be an exception to this requirement. TRNA will assign and rotate AQMS auditors, as available.

2. SCOPE

2.1. These "General Conditions and Procedural Guidelines…" apply to the total certification process to the requirements of AS9100 OR AS9120" which includes:

- Certification Preparation (Phase 1);
- Quality Management System Review (Phase 2);
- Certification Audit (Phase 3);
- Certificate Issuance, Surveillance and Repeat Audits (Phase 4).

2.2. Additional information in these "General Conditions and Procedural Guidelines…" includes:

- duties and responsibilities of TRNA;
- duties and responsibilities of the client;
- Suspension and cancellation/withdrawal of the certification (if required).

2.3. This document, in conjunction with the current versions of TRNA Procedures, "Performance of AS9100 OR AS9120 Audits", "Acquisition of New Customers and Opening New Projects", and other related procedures and forms within TRNA's Quality System, defines the process used by TRNA to certify a client's aerospace quality management systems to the requirements of AS9100 OR AS9120.

2.4. All references in this document to standards and specifications refer to the current version of those standards and specifications. It is the responsibility of the TRNA QRS Division Manager or a

designated representative to update this document as required when these standards or specifications are revised.

3. PROCESS FOR THE PERFORMANCE OF THE SERVICE

This section describes the general process for a client organization seeking certification by TRNA of an AQMS based upon the requirements of AS9100 OR AS9120.

3.1. Phase 1: Certification preparation

3.1.1. In the first phase, TRNA determines the qualifications needed to provide the requested services. The scope of the QMS to be assessed and the suitability of AS9100 OR AS9120 as the assessment standard are determined. This is done through a quotation questionnaire and by interviewing a suitable representative of the potential client.

3.1.2. If requested, TRNA will provide preliminary assessments to assist the client in determining their level of preparation for the certification audit.

3.1.3. Certification Structure Requirements

In selecting the appropriate certification structure applicable for 9100 and/or 9120 certification, TRNA will utilize the following eligibility criteria, in addition to the definitions (see section 3.11) and requirements contained in Table 1 of MS-0005685 Management System Auditor – Time Tables.

3.1.3.1 TRNA will assess the client's certification structure, site locations, and value streams.

3.1.3.2 Both TRNA and client will agree upon the type of certification structure.

3.1.3.3 The following are common eligibility criteria for all certification structures (i.e., single site, multiple site, campus, several sites, complex):

- all sites have a legal, organizational, or contractual link with the central office of the organization and are subject to a common management system, which is laid down, established, and subject to continuous surveillance;
- the organization's management system is centrally controlled and is subject to a common management review;
- all sites are subject to the organization's internal audit program, controlled by the central office;
- the central office has the authority to require that the site(s) implement corrective action, as needed; and
- the organization collects and analyzes data from all sites, including but not limited to the listed items below. Furthermore, the central office is able to demonstrate its authority and ability to initiate organizational change, as required, in regard to:
    1. system documentation;
    2. system changes;
    3. management review;
    4. complaints;
    5. evaluation of corrective actions;
    6. internal audit planning and evaluation of the associated audit results; and
    7. legal requirements.

3.1.4. Eligible Certification Structures

3.1.4.1 Single Site

3.1.4.2 Multiple Site

For 9100 and 9120 multiple site certification structures, AS 9104/1 defines two categories; TRNA will only utilize Category 1 reductions in audit time:

3.1.4.2.1 Category 1 – organizations that meet the minimum eligibility requirements of IAF MD 1 but do not meet the minimum eligibility requirements of IAF MD 3.

3.1.4.2.2 Category 2 – TRNA will not utilize this categorization.

3.1.4.3 Campus

3.1.4.4 Several Sites

3.1.4.5 Complex

NOTE 1: See Section E, Table 1 of *MS-0005685 Management System Auditor – Time Tables* for certification structure detailed criteria.

NOTE 2: All certification structures utilize Section E, Table 2 of *MS-0005685 Management System Auditor – Time Tables* as the basis from which audit duration requirements are derived.

3.1.5. Certification Structure Review and Determination

3.1.5.1. TRNA will maintain documented evidence of the review and determination of all certification structures, including the audit duration calculation within the Accreditation Log database or the ICMS system once it is functional.

3.1.5.1.1. MS-0005712 Appendix 2: AS9104/1 Certification Structure Worksheet shall be used to determine and record the appropriate certification structure for each client.

3.1.5.1.2. MS-0005712 Appendix 3: AS9104/1 Audit Duration Calculations shall be used to determine and record the audit duration calculations and audit program for each client.

3.1.5.2. For a complex certification structure, this information shall be forwarded to the IAQG OPMT Certification Structure Oversight Committee (CSOC) for review, prior to a stage 2 initial certification audit, recertification audit or transition audit per IAQG OPMT 204.

3.1.6. **Information meeting**

3.1.6.1. TRNA will, if requested, hold an informational meeting with the potential client organization concerning TRNA's certification service prior to the signing of a contract. This meeting can cover, among other things, the following points:

- the aim and benefits of certification;
- the basic requirements for certification;
- performance of the certification process;
- standard or standards applied;
- verification level, scope of application;
- estimated costs;
- proposed certification timetable.

3.1.7. **Quotation**

3.1.7.1. TRNA provides each prospective client organization with a quotation detailing the services that will be provided and the associated estimated costs. The costs are also summarized for the initial period of validity of the certification. These costs are only an estimate based upon the information provided by the organization to TRNA at the time that the quote is issued. Any changes to the organization from this initial information may cause the costs to change.

3.1.8. Contract and purchase order

3.1.8.1. Once the client has accepted the quotation, two sets of contracts will be submitted for signature. In order to proceed with the activities in the next sections, a fully executed contract between TRNA and the organization and a purchase order (if the organization uses purchase orders) from the organization to TRNA is required. Finally, TRNA makes the final determination as to the feasibility of moving forward to the assessment process through the final contract review process.

3.1.9. Preliminary assessments

3.1.9.1. Agreement can also be made to conduct more comprehensive preliminary assessments by TRNA. These can cover, for example:

- preliminary assessment of the quality system by means of a quality documentation review, either on or off-site;
- performance of an on-site preliminary assessment.

3.1.9.2. The goal of the preliminary assessment(s) is to identify weak points in the quality management system and to assist the client organization in deciding upon the next steps in the certification process. The client organization receives a written report on the results of the preliminary assessment(s). These services can be ordered at any time before the certification audit, but are not a prerequisite or requirement for certification.

3.2. Phase 2: Quality management system review

3.2.1. Review and evaluation of quality system documentation

3.2.1.1. In Phase 2, the client's current quality system documentation (quality manual and any other relevant documents such as process maps, quality procedures, work and testing instructions, etc.) are reviewed by an audit team member for compliance with the requirements of the agreed standards. TRNA recommends and prefers that this review will take place at the client's facility. However, if conducted off-site the client shall submit the documents for review 6 weeks before the certification audit date. The results of the review will be documented and provided to the client.

3.2.2. Management review and internal audits

3.2.2.1. Prior to conduct of the certification audit, the client must conduct one complete internal audit of the entire AQMS and one management review. All elements of AS9100 OR AS9120 are to be audited and the results presented to management for discussion during their management review.

3.2.2.2. If it is determined during the certification audit that this requirement has not been fulfilled, then a successful re-audit of the deficient area will be required prior to issuing the certification.

3.3. Phase 3: Certification audit

3.3.1. Audit team selection

3.3.1.1. At a time prior to the audit the client will be informed about the audit team member(s), their background(s) and experience.

3.3.1.2. It will be ensured by TRNA that the auditors were not involved in consulting activities with regard to setting up a quality system for the client in the three years preceding the planned audit and are not in the year following certificate issue.

3.3.1.3. All auditors for TRNA have signed an agreement not to disclose to third parties information obtained during the audit process and related activities.

3.3.1.4. The client has the right to reject, **with reason**, any audit team members. If rejected, alternate auditors will be offered. The client will be informed, on request, about the certifications in which the audit team members have previously participated.

3.3.1.5. The certification audit will generally be carried out by at least two auditors (lead auditor, auditor). If specific technical issues outside of the expertise of the assigned audit team must be addressed in order to assess the quality management system, an appropriate technical expert will be included on the audit team.

3.3.1.6. TRNA AQMS audit teams shall be constituted as follows:

- The Audit Team Leader must be a TRNA-qualified Lead Auditor, qualified in accordance with TRNA's auditor qualification procedure.
- Each TRNA AS9100 OR AS9120 audit team shall include as the Audit Team Leader an "Aerospace Experience Auditor" (AEA), qualified as per ISO 19011 in accordance with TRNA's auditor qualification procedure. It shall be the responsibility of the AEA Team leader on the audit team to provide guidance to the audit team throughout the audit on the interpretation of aerospace requirements and, when requested, the significance of any issues identified.
- All members of each TRNA AQMS audit team must be one of the following:
- An AIEA qualified in accordance with TRNA's auditor qualification procedure
- An AEA qualified in accordance with TRNA's auditor qualification procedure
- An "Aerospace Auditor" (AA), qualified in accordance with TRNA's auditor qualification procedure
- At least one of the members of the TRNA AQMS audit team must be qualified to audit the commodity(ies) produced by the client organization, qualified in accordance with TRNA's auditor qualification procedure. This requirement may be met by the use of a technical expert in lieu of one of the members of the audit team, who is additional to the audit team membership. This technical expert must also be qualified in accordance with TRNA's auditor qualification procedure.

3.3.1.7. If representatives from the ANAB, AAQG OEM Members, Regulatory Agencies or Customer Representatives are accompanying the TRNA AQMS audit team to evaluate the audit process and are participating in the audit, the TRNA Audit Team Leader (Team Lead Auditor) shall have the option of including (or not) in the audit report any findings brought forward by these representatives.

3.3.2. Audit plan

3.3.2.1. Prior to the certification audit, the client receives an audit plan prepared by the TRNA Team Lead Auditor detailing the activities that will be occurring during the audit. The schedule of activities may be modified with the concurrence of the Team Lead Auditor. The audit plan must encompass all of the requirements of AS9100 OR AS9120, and enough time must be allocated in order for the audit team to adequately perform a full system audit to the AS9100 OR AS9120 requirements. The time allocated for the audit must be in accordance with, at a minimum, the audit day requirements specified by TRNA's quoting annex.

3.3.2.2. A full assessment of all AQMS requirements (i.e., a full system audit) using and completing the entire checklist (AS9101) by a fully qualified aerospace audit team in accordance with AS9104 is required of all new aerospace clients, including those certified to another quality management system standard.

3.3.3. Audit conduct

3.3.3.1. The text below defines the general procedure for the conduct of the audit. The specific process for the conduct of TRNA AQMS audits to the requirements of AS9100 OR AS9120, "Performance of AS9100 OR AS9120 Audits".

3.3.3.2. The audit team will conduct an opening meeting to discuss how the audit will be conducted and provide any requirements to the client.

3.3.3.3. During the audit, the audit team evaluates how well the quality management system complies with all of the requirements of AS9100 OR AS9120. If there are areas found that do not meet the requirements of the standard then nonconformities will be raised, documented, classified, and the auditee will be notified at time of discovery. In addition, opportunities for improvements may be determined, so the TRNA audit team will notify the auditee at time of discovery and document opportunities for improvements in the report for the record and future use by the auditee.

3.3.3.4. The audit team must complete the AS9101 checklist/question list during the audit, and include the completed and scored checklist/question list in the audit report that is given to the client organization at the conclusion of the audit. The required use of the question list does not preclude the audit team from going beyond the stated questions in order to better understand the client organization's processes, procedures and practices or investigate potential or suspected problems with the implementation of the AQMS.

3.3.3.5. The company's role during the audit is to demonstrate the complete and effective implementation of the AS9100 OR AS9120-compliant AQMS.

3.3.3.6. The audit team's role during the audit is to confirm the complete and effective implementation of the documented AQMS and to assess compliance with the requirements of AS9100 OR AS9120.

3.3.3.7. If during the audit it has been determined that the auditee has a quality system consultant present the TRNA Lead Auditor will confirm that the consultant's role until the completion of the audit is one of observer only.

3.3.4.Audit conclusion

3.3.4.1. Upon completion of the audit, the client will be notified of the outcome of the audit in a closing meeting.

3.3.4.2. Any nonconformity will be explained and documented by means of the Nonconformity Report. They must be countersigned by the client's audit representative.

3.3.4.3. During the closing meeting, the audit team leader shall, at a minimum, provide the organization with any applicable NCRs and PEARs associated with the NCRs documented in accordance with the AS9101 standard.

3.3.4.4. The audit team leader shall present the complete audit report to the organization within two weeks of the closing meeting using the audit report and associated forms defined in the AS9101 standard.

3.3.4.5. The audit will be recorded by the TRNA Audit Team using the audit report and associated forms defined in the AS9101 standard. These reports shall be entered into the SAE OASIS database at the conclusion of each audit following the guidelines below.

3.3.4.5.1. For audits involving a certification decision, this data will be input into OASIS within 30 days after the certificate issue date.

3.3.4.5.2. For all other audits, this data will be input into OASIS within 90 days after the on-site visit date.

3.3.4.6. A certification audit ending with no nonconformities will receive a recommendation for certification by the audit team.

3.3.4.7. Nonconformity Report

3.3.4.7.1. If any nonconformities are found, the client must effectively implement corrective actions prior to the issuing of the certification. The client has up to 60 days from the audit date to submit the root cause and proposed corrective action for each nonconformity – major or minor - to the TRNA Lead Auditor. Otherwise, TRNA reserves the right to require additional on-site audit time prior to issuing the

certification. No specific root causes or solutions will be recommended for any of the nonconformities identified from an audit by any of the audit team members.

3.3.4.8. Re-audit for Major Nonconformities

3.3.4.8.1. If the certification audit resulted in one or more **major** nonconformities, then the audit team will recommend that a re-audit be done prior to issuing the certification.

3.3.4.8.2. The client must propose and effectively implement corrective action to the major nonconformities before the re-audit can be conducted.

3.3.4.8.3. The client has up to six months from the certification audit date to effectively implement the necessary corrective action **and** have the re-audit conducted. If the re-audit does not occur within the 6 months, at TRNA's option a new complete certification audit may be required instead of a re-audit.

3.4. **Phase 4: Certificate issuance, surveillance and repeat audits**

3.4.1.Certificate issuance

3.4.1.1. The TRNA Certification Office is the final step in the certification process. Based on the recommendation of the audit team and an independent review of the technical information, the Certification Office decides on whether the registration will be granted and the Certificate issued or whether a re-audit is required.

3.4.1.2. Once issued, the certification and Certificate are valid for three years. The certification's continued validity is dependent on the surveillance audits having a positive outcome.

3.4.1.3. In addition to certification documentation requirements stated in ISO/IEC 17021 and applicable IAF mandatory documents, certificates issued by TRNA shall, at a minimum, contain statements that address the requirements referenced in Appendix B of AS9104/1 and the following concepts:

a. Conformity of the organization's quality management system to the requirements of ISO 9001 and/or the applicable AQMS standard(s) version (e.g., AS9100, prEN9110), including the revision level of the standard(s).

b. Identify that the TRNA is accredited under the ICOP scheme.

c. The audit was performed in accordance with the requirements of the applicable version of this standard, based on the IAQG sector standard publishing scheme (e.g., AS9104/1, EN9104/1), including the revision level of the standard.

NOTE: The IAQG sector-specific scheme reference (with revision) can be added, if applicable.

d. Certificate issue date.

e. Certificate expiration date; the maximum term for which a certificate is valid is three years. There is no extension allowed to a three-year certificate.

f. Certificates shall identify an address and scope for each site.

g. The scope of certification for the certified organization shall clearly describe the organization's activities with respect to design, product (including services), process, etc.

h. The certificate may show the logos or symbols of the SMS approved National Accreditation Body (NAB) that accredited TRNA, as well as, the NAIA or SMS.

i. In the case of marks or logos misuse by TRNA since accredited by ANAB, it is understood that ANAB shall take appropriate action up to and including suspension or withdrawal of TRNA.

j. Unaccredited certificates or certificates from unaccredited sources shall not be issued. Letters of conformance and unaccredited audit statements shall be clearly distinguished

from accredited certificates.

k. If necessary, separate certificates [i.e., one for ISO 9001 and another for the AQMS standard(s)] may be issued, provided the certificates are linked.

l. TRNA certificates shall contain details of the certification structure, except for single site organizations.

m. For organizations with more than one site or campus, the certificate shall indicate the site that contains the central function.

n. For multiple site organizations, the scope of certification shall clearly describe the activities applicable to each site.

o. For campus organizations a controlling address shall be established for each campus and the scope of activity for that campus declared. Each site within a campus shall have an address and scope of activity declared.

p. The text on the certificate posted in the OASIS database shall be in English. Text in the national language may be added (bilingual certificate) at the issuer's discretion.

NOTE: The statements above are not intended to be pro-forma words, as TRNA has established certificate wording to address these concepts.

3.4.2.Transfer of Certificates

3.4.2.1. For transfer of AQMS certificates, IAF MD 2 is applicable in full with the following additional requirements:

a. Only valid certifications issued, under the 9104-series standards ICOP scheme, by a CB with a valid accreditation are eligible for transfer.

b. No certificate transfer shall occur, if the CB controlling the existing certificate has nonconformities documented that are awaiting corrective action closure and acceptance, unless the current CB has ceased its activities or is unable to close the corrective actions. In cases of open corrective actions, then TRNA shall ensure closure of corrective actions, prior to certificate issuance.

c. Transfer of existing certificates expiring within the next 12 months shall require a Stage 1 and Stage 2 audit.

d. Prior to certificate issuance, a special audit (on-site) is carried out by an AEA to confirm the validity of the certification being transferred.

e. A new certificate shall not be issued, unless all minor and major nonconformities have been contained and satisfactorily corrected; the root cause analysis completed; and corrective action has been implemented, reviewed, accepted, and verified by TRNA. If the closure of nonconformities takes more than 90 days, transfer of the existing certificate is not allowed.

3.4.2.2. Review/verification of the corrective action by TRNA shall take place on-site (except for corrective actions related to AQMS documentation).

3.4.3.Surveillance audits

3.4.3.1. The certification requires periodic surveillance audits to determine whether the implemented AQMS remains in compliance with the requirements of AS9100 OR AS9120. Surveillance audits shall be conducted, as a minimum, once per year, but may be done on a more frequent basis if requested by the client. This is typically every six months.

3.4.3.2. The annual surveillance audits are scheduled to occur during the same month as the certification audit (or in the case of a re-audit, the re-audit). For scheduling purposes with the client, a flexibility of two months earlier or later is permissible.

3.4.3.3. More frequent surveillance audits will be planned so that the required on-site audit-days meet the annual requirements.

3.4.3.4. At least once a year during the surveillance audits, an evaluation is made of:

- management responsibility and quality management system review;
- internal audit conduct and results;
- corrective and preventive action, including customer complaints
- changes to the quality management system;
- other processes and/or Standard elements determined on a random and/or need basis.

3.4.3.5. The basic process of conducting the surveillance audit is similar to the certification audit including audit team selection, audit plan, opening and closing meeting, nonconformity reports, if needed, and a written report with the audit results.

3.4.3.6. During the three-year period following either the initial certification audit or the repeat (re-assessment) audit, the entire AQMS standard must be completely assessed with important/critical areas covered during the surveillance audits.

3.4.3.7. Nonconformity report

3.4.3.7.1. The client must submit root causes and proposed corrective actions for any nonconformities found during the surveillance audit. The implementation due dates for the corrective actions should not exceed 6 months without justification.

3.4.3.8. Re-audit for major nonconformities

3.4.3.8.1. If the surveillance audit resulted in one or more **major** nonconformities, then the audit team will recommend that a re-audit be done prior to continuing the certification.

3.4.3.8.2. If the Certification Office agrees with the audit team's recommendation, then the client's certification **is placed on probation** until a successful re-audit is conducted.

3.4.3.8.3. The client must propose and implement corrective action to the **major** nonconformities before the re-audit can be conducted.

3.4.3.8.4. The client has up to six months from the surveillance audit date to implement the necessary corrective action **and** have the re-audit conducted. If the re-audit does not occur within the 6 months, at TRNA's option a complete certification audit may be required or the certificate withdrawn.

3.4.4.Repeat audits

3.4.4.1. Before the expiration of the certification and certificate, a repeat audit of the company is performed to extend the certification validity for another three years.

3.4.4.2. During a repeat audit, all elements of the entire quality management system are audited. Due to the fact the company has been registered, the repeat audit typically requires less time on-site than the certification audit.

3.4.4.3. The audit process is as described in Sections 3.3 and 3.4.

4. GENERAL CONDITIONS

4.1. Duties and responsibilities of TRNA

4.1.1.Confidentiality

4.1.1.1. TRNA will treat in confidence all of the client's data that is made available and will use it only for the agreed purpose. Documents made available will not be provided to third parties. Exceptions to this are:

4.1.1.2. for the submission of detailed reports to the TRNA Advisory Board in the case of appeals;

4.1.1.3. access to client's file by the Accreditation Bodies shown on the certificate(s) issued to the client;

4.1.1.4. when the client releases TRNA from its confidentiality agreement for specific reasons.

4.1.1.5. As defined in Section 1 above

4.1.2. Liability

4.1.2.1. The liability of TRNA towards the client or third parties exists only insofar as is prescribed by law in the event of gross negligence. More extensive claims are excluded.

4.1.3. Audit termination

4.1.3.1. TRNA reserves the right to terminate an audit in cases of:

- obvious and demonstrated lack of interest or opposition by the senior management of the client organization regarding the audit;
- members of the audit team are threatened, blackmailed or bribed.

4.1.4. Customer Complaints

4.1.4.1. If a Customer or certificate holder is not satisfied with the service or other deliverables provided during the test and certification procedure, other than an appeal, the Customer has the option of filing a complaint with TRNA. TRNA shall work with the Customer to resolve the complaint, keep the Customer apprised of the complaint's progress, and provide the Customer with detailed reasons for its final decision.

4.1.5. Appeals

4.1.5.1. If a Customer or certificate holder is not satisfied with decisions made during the test and certification procedure, the Customer has the option of filing an appeal with TRNA. TRNA shall work with the Appellant to resolve the appeal; keep the Appellant apprised of the appeal's progress, and provide the Appellant with detailed reasons for its final decision.

4.1.5.2. At any time, the Appellant may formally present its case.

4.1.5.3. If the reasons given by TRNA are not acceptable to the Appellant and no settlement of the appeal is possible, the Appellant has the option of making an appeal to the Advisory Board of the TCB. For final resolution, the Appellant may approach the Accrediting Body of the TCB. Appellant shall have no other remedies and no right to pursue the matter in any way whether outside nor within any judicial procedure including but not limited to a court or arbitration procedure. Customer herewith already irrevocably waves any right to any judicial procedure regarding any decision by TRNA, the TCB or its Affiliates in a testing and certification procedure.

4.1.6. Complaint/Issue Resolution Process

4.1.6.1. All requests for corrective action shall be responded to within 30 calendar days from receipt of complaint.

4.1.6.2. All feedback received is reviewed and, if response requested, the response is provided within 30 calendar days from receipt of complaint.

4.1.6.3. If TRNA determines that a short notice audit is necessary, this audit shall be completed within 90 calendar days from receipt of the complaint.

4.1.6.4. An effective corrective action process that provides for containment activities, conformance to the applicable standard is re-established, completion of root cause analysis, corrective actions addressing all root causes, and a completion date for the implementation of all corrective actions is defined.

4.1.6.5. It is further noted that TRNA is responsible for the resolution of all complaints. Complaints that cannot be resolved by TRNA shall be referred to ANAB.

4.1.7. Quality records

4.1.7.1. TRNA maintains records on its activities with its clients. This is done so that performance of these activities can be demonstrated. The records maintained include but are not limited to:

- Quotations;
- Contracts;
- Correspondence;
- Audit documentation.

4.1.7.2. These documents will be kept for at least seven years from the expiration of the validity of the certificate.

4.1.8. Notification of changes in the certification process

4.1.8.1. TRNA will inform its clients of changes to the certification process. Clients may comment on these changes.

4.1.8.2. The transition periods for the implementation of changes in the certification process is between three months and three years and will be identified to the client.

4.1.9. List of registered companies

4.1.9.1. TRNA will maintain a list of registered companies, stating the respective scope of application. The list will be available to the public upon request.

4.2. Client duties and responsibilities

4.2.1. Prior to conduct of the certification audit, the client **shall** conduct one complete internal audit and management review cycle. All elements of the applicable standard are to be audited and the results presented to management for discussion during their management review.

4.2.2. The certification audit date may be re-scheduled or canceled by the client up to six weeks before a set audit date. After this date, TRNA reserves the right to charge up to 100% of the quoted audit fee as per the accepted quotation.

4.2.3. All documents relating to the quality management system (including records) shall be made available to TRNA.

4.2.4. The client will identify to TRNA an audit representative who will act as the main point of contact for all audit-related activities.

4.2.5. The client agrees to notify the TUV Rheinland Quality Registration Division Office in writing within 30 days of any significant changes to their processes, products, location or size (employees/facility) that may impact the Aerospace Quality Management System. The client agrees that, in order for TUV Rheinland to evaluate the impact of such changes to the Aerospace Quality Management System we may require additional time and in most cases include an on-site audit. Any associated costs for this review will be the responsibility of the client.

4.2.6. The client will permit the auditors access to the relevant departments in the company.

4.2.7. When requested for cause, the client will provide TRNA with the current quality documents such as the quality manual.

4.2.8. The certificate holder can use the TRNA Certificate for commercial purposes, e.g., as evidence submitted to customers and authorities, for advertising purposes, or for demonstrating the duty of care in product liability cases.

4.2.9. The certificate holder shall permit TRNA's audit team to be accompanied by representatives of the client's accreditation body for any requested witness audits, without objection.

4.2.10. The client may use the TRNA trade mark and the accreditation marks for advertising and marketing purposes. The requirements for use these marks are specified in “Conditions for using the Registrar Mark and the Accreditation Marks”.

4.2.11. The certificate holder shall keep record of complaints and remedial actions relative to the AQMS. These records shall be made available to TRNA upon request and during surveillance audits.

4.3. Suspension and revocation of the certification

4.3.1. Suspension of certification

4.3.1.1. If the certification is placed on suspension, the certificate holder cannot actively promote the certification until the certification is re-instated.

4.3.1.2. TRNA will update the OASIS database when an organization’s AQMS standard certificate(s) is suspended or withdrawn. This shall be performed within 14 calendar days to reflect any change in an organization’s certification status.

4.3.1.3. TRNA has the right to place a certificate on immediate suspension due to the following:

- major nonconformity(s) not closed with the stated time period;
- the certificate or certification is improperly used;
- the identification of one or more major nonconformities during a surveillance audit;
- failure to allow for the conduct of a scheduled audit;
- failure to meet financial obligations to TUV Rheinland;
- conditions where public safety and/or health is at risk;
- any other reasons which result specifically from these conditions or that are agreed formally between TUV Rheinland and the client.

4.3.2. Revocation of certification

4.3.2.1. If the certification is revoked, the certificate holder loses the right to use the trade mark. In such a case the certificate holder may continue to use existing documents, media etc., which are printed with the trade mark, for no more than one month from definitive cancellation of the certification.

4.3.2.2. TRNA has the right to revoke a certificate for the following:

the certificate or certification is improperly used;

the identification of one or more major nonconformities during a surveillance audit;

failure to allow for the conduct of a scheduled audit;

conditions where public safety and/or health is at risk;

there are any other reasons which result specifically from these conditions or are agreed formally between TUV Rheinland and the client;

the certificate holder ceases to supply a product, process or service for an extended period of time;

the system rules are changed and the certificate holder will not or can not ensure conformance to the new requirements;

the certificate holder fails to meet financial obligations to TUV Rheinland;

the certificate holder requests the cancellation.

the client does not have the periodic inspection carried out according to the General Conditions and Procedural Guidelines for the Certification of Management Systems.

4.3.3. Revocation of TRNA's Accreditation and/or AQMS qualifications

4.3.3.1. In the event that TRNA's accreditation and/or AQMS qualifications are revoked, TRNA will attempt to rectify the reasons leading to revocation of its accreditation. If this is not performed within a period agreed upon by the accreditation body, then TRNA will attempt to transition all registered companies to another certification body that offers the same services and holds the same accreditation.

4.4. Voluntary withdrawal of accreditation

4.4.1. If TUV Rheinland chooses to voluntarily terminate its accreditation, it will do so by means of a written notification sent to the Accreditation Body within thirty (30) days. It is the responsibility of TUV Rheinland N. A., Inc. to provide any remedies to any certified client affected by this withdrawal, appropriate to the nature of the problem that is acceptable to the Accreditation Body and in accordance with program requirements. These remedies could include the notification of the withdrawal to the certified client and any plans to transition the certified clients to another accredited registrar that offers the same services and holds the same accreditation. Additionally, TUV Rheinland N. A., Inc. will cease to use any advertising materials containing reference to the accreditation and will return any accreditation documents to the Accreditation Body. All unpaid fees will be paid upon the withdrawal.

4.5. Termination of Contract

4.5.1. This contract may be terminated by either party after giving 30 days' prior written notice to the other party.