



TRC, A DNV Company Management System Certification Program Terms and Conditions

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I. GENERAL INFORMATION

The information contained herein details the requirements for the TRC, A DNV Company Management System Certification Program (herein referred to as 'program'). Any organization (herein referred to as 'client') granted a Certificate (herein referred to as 'certification' or 'certificate') by TRC, A DNV Company (herein referred to as 'TRC') is required to meet the terms outlined in this document and acknowledges these requirements by signing the TRC Proposal. Upon acceptance, TRC agrees to provide services under such terms as well as any additional terms or requirements that govern accredited third-party certification.

All TRC Audit and Certification processes described in these Terms & Conditions are available without request on www.theregistrarco.com.

II. IMPARTIALITY & CONFIDENTIALITY

TRC, in understanding the importance of impartiality, ensures the program and all certification activities are carried out objectively and free from any conflict of interest. All staff, management, and audit personnel are required to communicate any potential risks to conflict of interest and impartiality directly to TRC. The TRC Impartiality Committee oversees impartiality.

Client is required to assist TRC in ensuring that activities are free from conflict of interest by communicating to TRC any relationships with staff, management, or audit personnel that would pose a risk to the impartiality of the certification process. This includes any other personnel involved with the certification process, to include: sector organizations, accreditation body personnel, consultants, and internal auditors.

TRC ensures that all information about the client, whether gathered during audit activities or provided directly to TRC by the client, remains confidential. No staff, management, or audit personnel will divulge information regarding the client to any party without written consent. This does not include providing information to third parties, such as accreditation bodies or sector specific organizations that require sharing of information regarding certified organizations as part of the certification scheme. If the client's certification requires such sharing of information, signing of the TRC Proposal grants TRC consent to provide such information. When TRC is required by law or authorized by contractual arrangements (such as with the accreditation body) to release confidential information, the client shall, unless prohibited by law, be notified of the information provided.

III. TRC AND CLIENT PROPERTY

All certificates, marks (both TRC and accreditation body), reports, and any additional supporting documentation related to the granting, maintaining, withdrawal, or suspension of any certification remains the sole property of TRC. In the event a client fails to meet the terms of the program, all property is subject to return. Failure to return TRC property could result in legal action.

Clients are required to provide TRC with uncontrolled copies of any necessary documented information as required in support of the certification. While in the control of TRC staff, management, and/or audit personnel, these documents remain confidential and protected. Exceptions can be made where documented information contains especially unique or proprietary information that cannot be removed from a client's premises. In these cases, document review requirements will be carried out onsite and excerpts and/or copies of specific information must be provided to TRC in support of the certification.

IV. APPLICATION

Clients are required to submit an application to TRC for consideration of certification and preparation of a proposal for associated costs of certification. TRC may decline to provide services to any organization where:

- a. Conflict of interest exists that threatens impartiality of the certification process;
- b. TRC does not perform certification under the requested standard;
- c. TRC does not have adequate competencies within the client sector;
- d. Applicant has defaulted on certification with TRC or another certification body.

Upon acceptance of the application, TRC will provide a proposal for certification under the requested standard.

TRC does not begin scheduling activities until the proposal and this program agreement have been agreed to and executed by appropriately responsible personnel.

V. PROGRAM FEES AND CLIENT FINANCIAL OBLIGATION

Clients are required to maintain their financial obligations to TRC as a condition of certification. The proposal provided to a client during the application process provides the estimated costs for certification. When changes occur, an updated estimate outlining audit activities and cost will be provided. **Not all costs associated with the certification program can be captured within the initial proposal (i.e. corrective action acceptance and/or closure, complaint investigations, changes to QMS, etc.); therefore, the client remains financially obligated for payment of any activity carried out in support of the certification. Failure to comply with this section may result in the suspension and/or subsequent withdrawal of the Certificate.**

All activities are billed upon completion. Invoice payment is required within 30 days of invoice submittal. Invoices not paid within the allotted time will be resubmitted to the client. Invoices not paid within 60 days of the due date will result in the client being placed on Financial Probation, under which the client is ineligible for scheduling of audit activities until payment has been received. Outstanding invoices of 90 days or more may result in suspension of the Certificate. Accounts not paid within terms are subject to a 1% monthly finance charge. When a client is unable to meet their financial obligation, TRC may approve a payment plan via instalments. If the terms of the payment plan are not met, certification will be suspended until all outstanding amounts are paid in full. Where deviation to this policy is requested, payment terms specific to the client are identified on the proposal and considered an amendment to this agreement.

For initial, renewal, and transferring certifications, all fees invoiced require payment in full prior to issuance of the Certificate. Any fees or costs incurred by TRC during the suspension or withdrawal of certification must be paid in full prior to reinstatement. All other fees are payable as indicated above.

Description of Program Fees:

- a. **Audit Time Fee**
 - i) Fee for the performance of an audit as outlined in the proposal. Audit Time includes the total time on-site at a client's location (physical or virtual) and time spent off-site carrying out planning activities, document review, interacting with client personnel, and report writing. At least 80% of the calculated audit time will be performed on-site.
- b. **Accreditation Fee**
 - i) Fee to support the accreditation costs associated with certification. These include but are not limited to administrative and technical reviews, internal and external witness audits, and certificate issuance.
- c. **OASIS Database Fee**
 - i) Applicable to aerospace customers only. This is a pass-through fee paid to SAE for the maintenance of the OASIS database.
- d. **Travel Expenses**
 - i) TRC makes every effort to ensure overall travel expenses are kept as minimal as possible.
 - ii) Travel expenses, except for meals, are charged to the client at actual cost incurred, except as required by government-related facilities where a per diem is required. Copies of receipts are made available upon request.
 - iii) Meals are charged at a per diem rate. Current per diem rates are available upon request.
 - iv) Mileage is charged based on standardized federal rates. Current mileage rates are available upon request.
 - v) Typical travel expenses for a one-day audit where a local auditor can be used include mileage and lunch.
 - vi) Typical travel expenses for an audit where a non-local auditor must be used include airfare, car rental, parking, hotel accommodation, and meals. Number of nights of hotel accommodation required is dependent on length of audit and availability of flights, if applicable.
 - vii) A formal estimate of all travel expenses will be made available prior to the start of the audit, upon request.
- e. **Travel Time**
 - i) Travel time will be billed at a rate of \$110/hr in the currency stated on the contract.
 - ii) A formal estimate of travel time will be made available prior to the start of the audit, upon request.
- f. **Other fees may be applicable and charged for any additional audit time that is required for additional activities including, but not limited to:**
 - i) closure of nonconformities,
 - ii) research and/or resolution of complaints,

- iii) re-audit required for failure to pass an audit,
- iv) extension or change in scope of certification, or
- v) change in the organization's facility/facilities, size or management structure.

g. Certificates

- i) An electronic certificate is provided upon initial certification, transfer, and recertification.
- ii) One hard copy certificate will be provided free of charge, upon request. For multi-site certifications, the certificate will be mailed to the central function location.
- iii) Additional hard copy certificates are provided at a cost of \$50.00 per certificate.
- iv) Should any revisions be made to the certificate, the above fee may apply.

TRC reserves the right to change program fees with written notification.

VI. RESCHEDULING AND CANCELLATION POLICY

All audit activities are scheduled in such a manner as to allow adequate time for arrangements to be made by the client, TRC, and its audit personnel. However, situations may arise that require an audit activity to be rescheduled and, in some cases, cancelled. Where the change in the audit schedule is a result of actions taken by the client, the client remains responsible for any fees or costs associated with such a change. If the change in audit schedule is made more than 30 days in advance of the confirmed audit start date, then no cancellation fee will be charged. If the change in audit schedule is made between 29 and 0 days of the scheduled audit start date, 100% of the audit cost will be charged as a cancellation fee. Additional costs may include, but are not limited to, airline change fees, hotel cancellation fees, rental car cancellation fees, etc. Where the rescheduling or cancellation is a result of actions made by TRC, the client is not liable for the fees or associated costs of such a change.

VII. INITIAL CERTIFICATION PROCESS

Clients, who through the application and audit process satisfy the terms of the TRC, A DNV Company Management System Certification Program and the requirements of the applicable standard, will be granted a Certificate. Certificates are subject to the terms of this program, the applicable standard, and any additional requirements imposed by sector specific organizations.

Upon acceptance of the application and Program agreement, TRC will:

- a. Coordinate Stage 1 audit activity based on client timelines and expectations for certification;
- b. Finalize selection of audit personnel. Client has the right to request information regarding proposed team members and may object to the use of any individual. TRC will take into consideration any request made for specific audit personnel provided such individuals meet TRC requirements for auditing;
- c. Require submission of any necessary documented information for offsite review prior to Stage 1;
- d. Conduct the Stage 1 Certification Audit. During the Stage 1 audit, the audit team will assess the organization's overall preparedness for initial certification. The team will assess the implementation of the documented system against the requirements of the applicable standard and any requirements the client has established within the management system. At the conclusion of the audit, the audit team will provide a report identifying the fulfilment of the stage 1 objectives and any area(s) of concern that could be classified as a nonconformance during the Stage 2 audit. The report will also outline the readiness for the Stage 2 Audit.
- e. Confirm Stage 2 audit activities based on client timelines, Stage 1 audit results, and expectations for certification.
- f. Conduct Stage 2 certification audit. During the Stage 2 audit, the audit team will conduct an in-depth evaluation through interview and review of documented information to assess the overall effectiveness of the management system to meet the requirements of the applicable standard;
- g. Perform a closing meeting, at the conclusion of the Stage 2 certification audit, providing the client with a verbal report of any nonconformities and/or opportunities for improvement identified during the audit. The client will have the opportunity to ask questions and/or address any nonconformance prior to the exit of the audit team. The audit team will provide the client with their conclusion, recommendation for certification, and any requirements for follow-up;
- h. For aerospace sector audits, provide the client with copies of any applicable Nonconformance Reports (NCRs) and Process Effectiveness Assessment Reports (PEARs) associated with those NCRs;
- i. Upon completion of Stage 2 activities, provide a final written report along with requirements for any actions from the Client, within two weeks of the closing date of the audit;
- j. As required, coordinate scheduling of visits for closure of nonconformities or re-audit.

Client will:

- a. Identify primary point of contact for TRC for audit coordination, awareness of complaints, and corrective action responses, as well as acting as a liaison for audit personnel;
- b. Provide access by audit personnel to all facilities, work areas, records, etc. that support the proposed certification;
- c. Make available required documented information to support the management system;
- d. Make available copies of internal audit, management review, and complaints and their resolutions;
- e. ISO 14001 audits may require copies of licenses/permits, records of compliance with regulatory and/or legal requirements, records/evidence of determination of environmental aspects and impacts, environmental objectives and links with associated targets, data, responsibilities, etc.
- f. ISO 45001 audits may require copies of licenses/permits, records of compliance with regulatory and/or legal requirements, etc.
- g. Provide timely response as is required to all nonconformities in the form of correction/corrective action;
 - i) Nonconformities identified following initial certification activities are documented on a nonconformity report (NCR) and must be responded to by the due date identified on the NCR.
 - ii) Client is required to provide the correction, root cause and take appropriate and effective action so as to eliminate the cause of the identified nonconformity.
 - iii) For clients whose certification is for AS9100 or related sector schemes, when the nature of the nonconformity needs immediate containment action, the audit team leader shall require the organization to: describe the immediate actions taken to contain the nonconforming situation/conditions and to control any identified nonconforming products. Containment shall always be recorded and reported within 7 calendar days after the audit.
 - iv) Evidence of actions taken is required in support of closure of NCR's. Onsite verification of effective implementation may be required in order to demonstrate closure.
 - v) Certificates will not be issued to any client while an NCR remains open.
 - vi) For clients whose certification is for AS9100 or related sector schemes, verification of effective implementation of all corrective action is required prior to issuance of certificates.
- h. Client may make an appeal to TRC for any nonconformity issued for which it does not agree in accordance with Section XXIII.

Upon successful completion of the initial certification activities and affirmative recommendation by audit and technical personnel for the certificate, TRC will submit a request for issuance of the certificate to the Certification Decision Maker. The Certification Decision Maker issues final approval or denial for issuance of the certificate. Client has the right to appeal any decision made by the Certification Decision Maker in accordance with Section XXIII.

Upon receipt of approval to issue the certificate, TRC will prepare and make delivery of the Certificate and the applicable marks for the associated certification scheme. The requirement for handling and use of these items is provided in Section XVII.

VIII. TRANSFER OF CERTIFICATION

A transfer of certification can take place when the client has an existing and valid management system certification, granted by a certification body accredited by a member and signatory of the IAF Multilateral Recognition Arrangement. All members are listed on the [IAF website](#).

Only valid accredited certification can be transferred. Certification that is suspended is not eligible for transfer.

When a client is eligible for transfer TRC will perform a transfer review and certification activities to transfer the client's certificate in accordance with TRC Audit and Certification Processes.

If no problems are identified in the transfer review, TRC will maintain the current certification cycle and establish the audit program for the remainder of the client's current cycle.

IX. MAINTAINING CERTIFICATION

To ensure continued effectiveness of the management system, TRC will perform surveillance audits at established intervals, once per calendar year at a minimum. Surveillance schedules are established based on the date the certificate is issued. The TRC Client Services Manager will contact the client to begin the scheduling process. The client is required to provide information regarding any changes to the organization since the previous assessment activity and in some cases, this may require the audit program to be adjusted. The Client Services Manager will make the required changes, if needed, and confirm the audit date. Four weeks in advance of the confirmed date TRC will

provide an audit plan. Surveillance audits are carried out in the same manner as initial certification audits; however, the audit team only assesses a portion of the system. At a minimum, each surveillance audit will include a review of:

- a. internal audit and management review;
- b. a review of actions taken on nonconformities identified during the previous audit;
- c. complaints process and any current complaints;
- d. progress of planned activities aimed at continual improvement;
- e. continuing operational control;
- f. review of any changes;
- g. use of marks and/or any other reference to certification; and
- h. effectiveness of the management system with regard to achieving the certified client's objectives and the intended results of the respective management system(s).

At the close of the surveillance audit, the audit team will provide the client with a verbal report of the audit conclusions, nonconformities and/or opportunities for improvement identified during the audit, and their recommendation for the continuation of certification. If the recommendation is for any action other than continuation, the auditor will provide feedback to the client and TRC regarding the recommendation. TRC will address the recommendation and inform the client of its decision (see Section XX and Section XXII regarding suspension or withdrawal). Upon receipt of the audit documentation, TRC will prepare and forward a formal written document to the client identifying a timeline required for any action.

Nonconformities identified during surveillance activities require response in the form of containment/correction, root cause, and corrective action or a corrective action plan within the timeline identified on the Nonconformance Report. Major NCR's may require a full or partial re-audit of the management system for closure. In some cases, the client may be able to submit documentation supporting actions taken. Verification of effective implementation occurs during the next audit activity.

Surveillance of multi-site certifications is handled in the same manner as indicated above. TRC will provide client with intended dates and locations for each surveillance activity. The central function location will be required to be assessed at a minimum once per calendar year.

X. RE-CERTIFICATION PROCESS

Approximately 6 months prior to the expiration of client certification, TRC's Client Services Manager will contact the client regarding re-certification. In preparation for re-certification, the client will be required to provide information regarding any changes to the organization since the previous assessment activity and, in some cases, to submit a new application. TRC will review the previous term of certification to assess the activities of the client in the overall maintenance, improvement, and maturity of the management system. Based on these factors and any changes that may have occurred, TRC will prepare and forward an audit program outlining the next certification cycle.

Activities for re-certification are planned to ensure no lapse in the certificate occurs. The re-certification audit should take place no less than 30 days prior to expiration of the certificate. In the event that an audit must occur outside this timeframe, the Chief Accreditation Officer must approve in writing. For Aerospace audits, it is recommended to schedule audits at least 90 days prior to the expiry date. Four weeks prior to the start of the confirmed audit date an audit plan will be provided to the Client.

The activities of the re-certification audit are the same as indicated in Section VII for the initial certification audit (Stage 2). In the event changes have occurred to the client organization's management system, TRC may elect to conduct a Stage 1 Audit.

Client will be required to address all nonconformities identified during the re-certification audit. No certificate will be re-issued while nonconformities remain open. Timelines for correction and corrective actions are identified on the TRC Nonconformance Report. For any major nonconformance, corrective actions shall be implemented and verified prior to the expiration of certification. For Aerospace certification, all NCR's must be closed and corrective action verified as effectively implemented prior to issuance of the certificate. In some cases, verification of effectiveness of corrective action may require an onsite visit.

XI. SHORT-NOTICE AUDITS

It may be necessary for TRC to conduct audits of certified clients at short notice to investigate complaints, or in response to changes, or as follow up on suspended clients. In such cases, TRC shall describe and make known in advance to the client the conditions under which such audits will be conducted and TRC shall exercise additional care in the assignment of the audit team because of the lack of opportunity for the client to object to audit team members.

XII. AVIATION, SPACE, AND DEFENSE QUALITY MANAGEMENT SYSTEMS REQUIREMENTS FOR CERTIFIED ORGANIZATIONS

- a. AQMS certified organizations shall allow TRC 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.
- b. Organizations 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 (e.g., competition, confidentiality, conflict of interest).
- c. If AQMS certified organizations lose their AQMS standard certification, they shall provide immediate notification to their aviation, space, and defense customers.
- d. Organizations shall identify an OASIS administrator and be responsible for notifying TRC of significant changes within the organization (e.g. changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements).
- e. Organizations shall agree that ABs, OP assessors, customer representatives, and regulatory authorities may accompany a CB audit for the purpose of oversight witness or the confirmation of the effectiveness of the CB audit process.
- f. Failure of a certified organization to abide by these expectations shall be cause for withdrawal from the ICOP scheme and the OASIS database listings.

XIII. OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEMS INFORMATION REQUIREMENTS

ISO 45001 certified organizations are required to inform TRC, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

XIV. MANAGEMENT SYSTEM AND ORGANIZATIONAL CHANGES

Client must at all times keep TRC informed of any changes or planned changes to the management system or as applicable, its organization. The client shall:

- a. make TRC immediately aware of any major changes to the management system and processes. In most cases, changes will be reviewed as part of the next onsite visit.
- b. immediately inform TRC of any planned organizational changes, including, but not limited to, changes in address and sites, ownership, organization and management, point of contact, billing requirements, and scope of operations under the certified management system.

TRC will evaluate the extent of the changes and their impact on the management system. In some cases, a special audit or extended surveillance audit will be required. To ensure the accuracy of planned audit activities, the client is also required to inform TRC of changes in the number of personnel within the organization that are included in the scope of the management system. TRC may be required to increase or decrease the amount of audit time required.

Clients may request modification to their scope of certification. Client will submit a request in writing to TRC indicating the extent of and reason for modification. TRC will determine if an onsite audit is required in order to modify the scope of certification. Where an onsite audit is required, it will be determined whether the audit may take place during a regularly scheduled activity or as a special audit.

Failure to inform TRC of changes to the management system or organization may result in need for action on the part of TRC (see Section XX Suspension of Certification and Section XXII Withdrawal of Certification).

XV. CHANGES IN THE TRC MANAGEMENT SYSTEM CERTIFICATION PROGRAM AND/OR STANDARDS

Requirements for operation of an accredited third-party certification program can change, as can the requirements related to the standards or programs for which a client has achieved certification. In the event any changes occur to the Program or standards, TRC will provide clients with due notice of the change(s) and any impact on certification. Typically, a timeline for implementation of changes is established by industry for changes in standards. The client will be required to establish a plan for meeting the new requirements and make those changes within the time allotted or the certification will be withdrawn.

XVI. RIGHT OF ACCESS

When a client becomes certified under an accredited certification program/scheme, that client is then bound to the rules and requirements established for accredited certification. All clients are required to allow access to their premises by TRC personnel, accreditation body personnel, and/or sector specific organization personnel or oversight body personnel (i.e. ANAB, AAQG, RMC, etc.), and/or regulatory or government bodies. The purpose of oversight activities and observation by persons other than the certification body's personnel is to ensure the overall integrity of the accredited certification process. Other persons act as observers only and are not permitted to take part in the audit activity. Confidentiality and nondisclosure extend to these observers.

No client may refuse right of access by any of the abovementioned personnel during normal operating hours and achieve or maintain certification. Under the requirements of accredited certification, should a client refuse right of access, the accreditation body will add the organization's name to a database that remains active indefinitely. Should the client seek certification from an alternate certification body, the accreditation body or oversight body will seek access to the client premises with the new certification body.

For audits within the AQMS standards the client must notify TRC in advance of any planned audit should there be any classified material or export control requirements related to the right of access for TRC auditors. This must be done with sufficient time for the review of these control restrictions and for TRC to make any necessary arrangements.

XVII. RULES FOR USE OF MARKS/CERTIFICATE

Upon Certification, the client is entitled to use the TRC Mark, the accreditation body symbol, and the certificate as evidence of certification.

- a. The Certified Organization is henceforth referred to as "certified". Any and all reference to the certificate is considered a "Certification". The term certified should not at any time be used in conjunction with product or service. When referring to the Certification, it is advisable to refer directly to the Management System to eliminate any misunderstanding regarding the product or service the organization provides.
- b. The TRC Mark MAY NOT, under any circumstances, be used directly on or closely associated with products in such a manner as to imply that the products themselves are certified.
- c. Organizations whose product/service includes test, calibration, or inspection reports may not use the TRC or accreditation body marks on their reports or certificates.
- d. When the TRC Mark is used, it must always be in conjunction with the company's name and location.
- e. The TRC Mark may only be used on correspondence, advertising, and promotional materials which are related to the goods or services referenced in the scope of the company Certification.
- f. Certified clients are permitted to use a statement on product packaging or in accompanying information that the certified client has a certified management system, providing that the statement in no way implies that the product, process or service is certified by this means and that the statement includes reference to all of the following: identification (e.g. brand or name) of the certified client; the type of management system (e.g. quality, environmental) and the applicable standard; and the certification body issuing the certificate. Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable.
- g. The Client shall immediately, upon written notification, cease and desist use of the TRC Mark in any manner which TRC interprets as misleading.
- h. The Certified Organization shall immediately, upon written notification, cease all use of the TRC Mark upon suspension or cancellation of their certificate.
- i. Any misuse of the TRC Mark is cause for suspension or cancellation of the Certified Organization's Certificate.
- j. When reproducing the TRC Mark, no changes may be made to the colour or format of the mark. The size shall be such that all features of the symbol are clearly distinguishable, the length of a side being no less than one-fourth inch, and there shall be no distortion of its dimensions.
- k. The Certified Organization has the responsibility to take care of the use or representation of the Certificate. No Certified Organization may, at any time, infer that the certificate is applicable to any other location or site of the organization other than the one(s) indicated on the certificate.
- l. The ANAB accreditation symbol shall only be used in conjunction with TRC's mark on the Certified Organization's stationery and literature and in its advertising, subject to the following conditions and TRC's conditions for use of its mark as stated in items a-k.
 - i) An organization certified by ANAB-accredited management systems certification bodies shall use only approved accreditation symbols provided by its ANAB-accredited certification body.
 - ii) The ANAB accreditation symbol shall be reproduced on a background that will not impede readability:
 - In black or in blue (PMS 286 or equivalent) and red (PMS 485 or equivalent) on a white or light-coloured background;

- In a size that makes all features of the symbol clearly distinguishable; and
- Without distortion of its dimensions.
- iii) The certified organization may not place the ANAB accreditation symbol in isolation from the certification body's mark, and the size of the ANAB symbol must not exceed the size of the certification body's mark.
- iv) ANAB's accreditation symbol shall not be used on a product or in such a way as to suggest that the certification body and/or ANAB have certified or approved any product, process, or service of a certified organization, or in any other misleading manner.
- If packaging, etc., used for transportation includes the approved accreditation and certification symbols, a clear statement must be included to the effect that the product contained therein was manufactured in a facility with [specify] management systems certified as being in conformity with [specific standard].
- v) Upon withdrawal of the ANAB-accredited certification or the certification body's ANAB accreditation, the organization shall immediately discontinue use of ANAB's accreditation symbol, ANAB's name, and claims of accredited certification in any medium, including letterhead, electronic media, etc., and return or destroy any ANAB-accredited certification documents as required by the certification body or ANAB.
- If an organization continues to use the ANAB accreditation symbol or reference to ANAB, ANAB will publish a notice on its website indicating that the organization is making a false claim of ANAB-accredited certification, and ANAB may take legal action.

TRC will review the use of marks and/or certificates during surveillance and re-certification activities. In the event the client is found to be out of compliance of requirements for use of the marks and/or certificates, TRC will require immediate action or the discontinued use of the marks and/or certificate. Representation of the certification is limited to the scope and locations identified on the certificate. If the client is unable to comply with the requirements for use of the marks and/or certificates, TRC may suspend or withdraw certification as indicated in Section XX and Section XXII.

XVIII. COMMUNICATION AND PUBLICITY

In matters concerning the continuation, suspension, or withdrawal of certification, TRC will communicate with the client in writing. It is TRC's policy to communicate schedules, provide reports, and send invoices through email. By terms of this program, the client agrees to maintain current contact information with TRC at all times, including but not limited to a valid contact name, telephone number, and email address.

TRC makes the following information publicly available through our Scan and Verify platform: the name and geographical location of the client, the scope of certification, the certificate number, date of expiry, and status of certification. The above information is also provided to other external listings, as needed. All other information regarding certification will be directed to the client unless TRC has permission from the client to provide additional information.

TRC may also utilize the client logo, name, and location in marketing materials; as well as, provide the client name and contact information for referral purposes. Should the client not wish to have their information used for marketing purposes, TRC must be notified in writing.

Clients certified under the aerospace standards (AS9100, AS9120, etc.) are required to have their organizational information, audit results, and certificate posted on the OASIS database (Online Aerospace Supplier Information System). Clients must appoint an administrator to maintain the client listing within OASIS. Review and observation of access to the OASIS database by the client administrator will be reviewed during the course of surveillance and recertification activities. Failure to maintain an administrator will result in a written nonconformity and repeated failure could result in suspension and/or withdrawal of certification.

XIX. EXTENSION OF CERTIFICATION

In the event the re-certification activity cannot take place prior to the expiration date of the client certificate, the certification will be considered expired and the client will be required to restart the certification process.

Extensions of certification will not be granted for any reason. Following expiration of certification, the certification body can restore certification within 6 months provided that the outstanding recertification activities are completed, otherwise at least a Stage 2 audit shall be conducted. The effective date on the certificate shall be on or after the recertification decision and the expiry date shall be based on prior certification cycle.

XX. SUSPENSION OF CERTIFICATION

TRC may, at its discretion, suspend a client certification for a defined period of time in the event the client is:

- a. unable or unwilling to comply with the requirements of the Program;
- b. found to have a management system that has persistently or seriously failed to meet certification

- requirements, including requirements for the effectiveness of the management system;
- c. not allowing surveillance or recertification audits to be conducted at the required frequencies;
- d. requesting to voluntarily suspend certification;
- e. unable or unwilling to allow access to their facility/site by TRC and/or audit personnel;
- f. unable or unwilling to address environmental concerns or issues associated with the facility/site;
- g. unable or unwilling to comply with new requirements for the Program or standard;
- h. found to be in violation of the terms and rules for use of the marks and/or certificate; or
- i. unable or unwilling to meet financial obligations as indicated in Section V.

The Chief Accreditation Officer will review and evaluate any recommendation for suspension of a certification. The client has the right to appeal any decision made by TRC in accordance with Section XXIII.

TRC will inform the client in writing of the terms and conditions for removal of suspension. The OASIS database shall be updated within 14 calendar days when an organization's AQMS standard certification is suspended. When the client has fulfilled the conditions for removal of the suspension, TRC will inform the client in writing that the suspension has been lifted and all applicable listings will be updated. If the client is unable to comply with the terms and conditions for removal of the suspension, the certification will be processed for withdrawal or reduction of the scope of certification, as applicable, in accordance with Section XXI and Section XXII.

XXI. REDUCTION OF CERTIFICATION SCOPE

TRC may, at its discretion, determine it necessary to reduce the client's scope of certification. This would occur if the client is:

- a. found to no longer provide the products/services as under the certification;
- b. found to be unable or unwilling to address complaints or issues associated with the products/services;
- c. unable or unwilling to allow access by audit personnel to a facility/site associated with the processes under the products/services;
- d. unable or unwilling to address environmental concerns or issues associated with the EMS scope; or
- e. requesting reduction of the scope of certification.

TRC shall reduce the scope of certification to exclude the parts not meeting the requirements, when the certified client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification.

TRC will inform the client in writing of its intent to modify the scope of certification and any subsequent terms and conditions for granting the original scope of certification. Where the client requests the reduction in the scope of certification, TRC will require the client to request additional modifications in accordance with Section XIV. The client has the right to appeal any decision for reduction in scope in accordance with Section XXIII.

XXII. WITHDRAWAL OF CERTIFICATION

TRC may, at its discretion, withdraw a Certification for any of the following reasons:

- a. The conditions for removal of a suspension have not been met;
- b. Client has been found during the audit process to have seriously abandoned the management system and withdrawal is required;
- c. Formally requested by the client;
- d. Client does not or cannot ensure conformance to new requirements of the Program or new requirements of the management system standard;
- e. Client ceases to supply the products/services under the scope of certification;
- f. Client is unwilling to meet the financial obligations of certification as indicated in Section V;
- g. Client no longer complies with the terms and conditions of the Program agreement.

XXIII. RIGHT TO APPEAL

All clients have the right to appeal any decision made through this program with regard to the certification or audit processes. The client must make an appeal to TRC in writing within 30 days of being notified of an impending action, including but not limited to: suspension, withdrawal, reduction of scope, or audit nonconformities.

Upon receipt of the appeal, TRC will review the request and determine the action necessary. TRC will contact the client regarding the appeal within two weeks regarding its status and pending decisions.

XXIV. COMPLAINTS PROCESS

Any client or client customer may file a complaint to TRC regarding any matter related to the certification process, TRC staff, management or audit personnel, or the client management system or product related issues that may be a result of the client management system. Complaints are accepted in writing, over the phone, by email, and at www.theregistrarco.com and can be made anonymously. TRC investigates all complaints to determine if any action needs to be taken. TRC will provide the client feedback on the resolution or actions taken regarding the complaint within a reasonable amount of time.

In the event TRC receives a valid complaint regarding the client, TRC will contact the client at an appropriate time. Complaints made about certified clients may require TRC to schedule a special audit to review activities onsite and determine if action is necessary. The client must allow TRC personnel access to their site for such activities. Denial of access for complaints made against the client could result in suspension or withdrawal of the client certification in accordance with Section XX and Section XXII.

XXV. LIMITATION OF LIABILITY

Except in case of fraud, fraudulent misrepresentation, or other similar circumstance for which a party may not lawfully limit its liability under this Agreement's applicable law, the maximum cumulative liability of TRC and the DNV Group arising from or in connection with this Agreement, whether in contract, tort (including negligence), strict liability or otherwise, shall be limited to the lesser of (i) a sum equal to five times the annual remuneration paid under this Agreement, or (ii) three hundred thousand US dollars (USD \$300,000).