

DQS UL ASSESSMENT AND CERTIFICATION REGULATIONS

1. Certification and Assessment Services

1.1 Scope and Applicability

These DQS UL Certification and Assessment Regulations apply to all certification and assessment services offered and rendered to clients of the international DQS UL Group, including all its subsidiaries and partners. A current list of all members of the DQS UL Group is available at www.dqs-ul.com. These regulations 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 UL and Client, unless it is otherwise explicitly agreed in writing or so prescribed by statutory instruments.

These Certification and Audit Regulations become effective as of February 28nd, 2011 and remain valid until a new version is issued and published. The current version of these regulations is available in English language at <https://www.dqs-ul.com/en/pages/about-dqs-ul-group/certification-rules.html> or upon request from every DQS UL office.

1.2 Definition of terms

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

“DQS UL” stands for any group member of the international DQS UL 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 UL group.

1.3 Assessment and Certification Services

The assessment and certification of a management system by an independent, competent third party, such as DQS-UL, generates valuable benefits for the client. A DQS-UL 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-UL 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 UL Certification and Assessment Regulations are an integral part of any and all certification and assessment agreements between Clients and DQS UL. 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

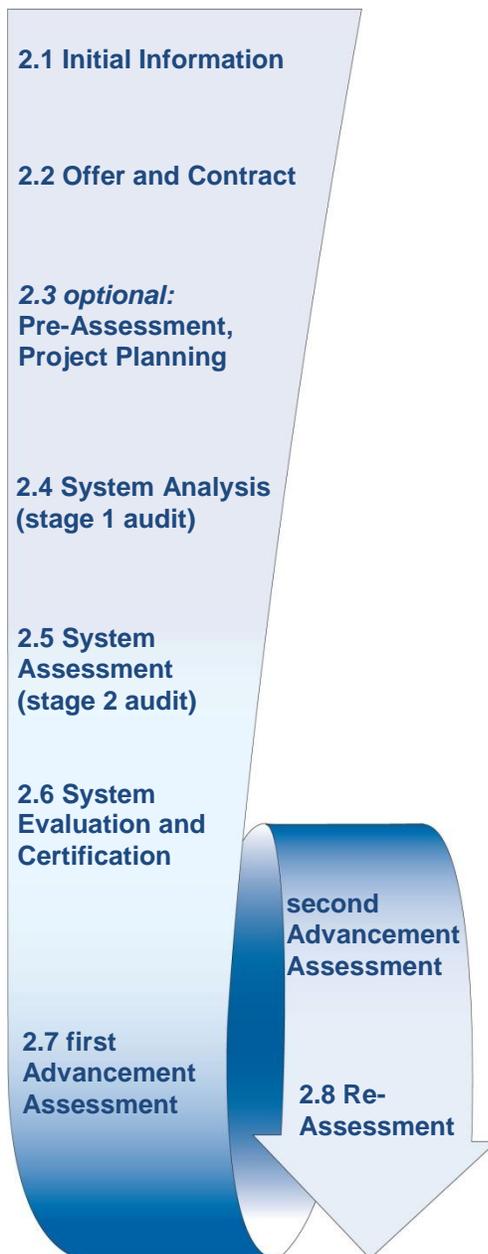
DQS UL assesses the Client's management system, or parts thereof, with the goal of determining its conformity with agreed and acknowledged requirements, such as international, national or sector-specific standards or specifications. The respective assessment process may involve one or more steps, usually ending with an assessment report, which documents the assessment results. In the case of certification services DQS UL 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 UL 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 UL 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 UL 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 UL 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-UL 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-assessment 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** 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** System assessment: The assigned assessment team will assess 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 assessment 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 UL DQS will evaluate the assessment process and its results, and decide independently about issuance of the certificate. The client receives an assessment report, documenting the assessment results. When all applicable requirements are fulfilled the client also receives the certificate.
- 2.7** Advancement Assessments: Either semi-annually or at least once per year, there will be an on-site assessment 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-Assessment: 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-assessment 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 fulfils 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 UL 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 UL upon request.

3.3. Notification of Changes

The Client is obliged to inform DQS UL 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 UL 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 UL. 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 UL with proper justification. In that case, DQS UL will assign a replacement for the rejected assessor.

3.6. Confidentiality and Information Security

The documents provided to the Client by DQS UL, including the Marks and the DQS UL certification symbol, are protected by copyright. Client specifically acknowledges that all documents which are provided or made available by DQS UL for examination remain the property of DQS UL, 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 UL, 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 UL 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 UL 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 Regulations. 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 6, Certificates and Marks, provides respective rules in detail. DQS UL is obliged to ensure correct use of certificate symbols.

3.8 Appeals and Complaints

Every Client of DQS UL 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-UL Company. DQS UL will request information necessary for analysis and improvement.

In case of a difference of opinion with DQS UL assessors or a specific certification decision, the Client has the right to submit an appeal to the responsible DQS UL 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 UL Company or, in a last instance, the Board of Arbitration whose decision shall be final.

4. Rights and Obligations of DQS UL

4.1. Assessment of Management Systems

DQS UL 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 UL 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 UL receive information from third parties which dispute the conformity or effectiveness of a management system DQS UL has certified, it is entitled to perform additional, non-routine assessments after consulting with Client. In legally regulated areas, DQS UL is entitled to perform additional, unannounced assessments, whenever justified.

4.2. Accreditation and Authorization

DQS UL 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 UL 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 Regulations the Client consents to the applicable accreditation and authorization requirements, including all of the foregoing.

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

4.3 Assignment of Assessors

The assignment of competent assessors is the sole responsibility of DQS UL. DQS UL 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 UL may assign an audit team, comprised of two or more assessors to a specific assessment or certification process. On request, DQS UL will submit a short CV of the selected assessor to the Client.

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



4.4 Scheduling Assessments

DQS UL 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.

4.5 Issuance of certificate

DQS UL shall issue a DQS UL 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 UL group company, based on the assessors' recommendation for issue and all assessment results, as recorded in the assessment report. DQS UL 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 UL commits itself to protect the confidentiality of all confidential information of Client that is not publicly available and that is made available to DQS UL 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 UL will disclose confidential information to third parties only with the written authorization of Client, unless explicitly provided otherwise in these Certification and Assessment Regulations. DQS UL 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 UL is entitled to maintain and publish a register of all Clients holding a current DQS UL 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 UL 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 UL cannot guarantee the privacy and confidentiality of such transmissions. Client agrees that DQS UL'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 Regulations and that DQS UL 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 UL handles its confidential information.

If Client hyperlinks to DQS UL's web site, Client agrees: (i) the information contained on DQS UL's web site belongs to DQS UL; (ii) the linking web site will transfer the user directly to DQS UL's web site as posted by DQS UL 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 UL.

5. Certificates and Marks

5.1 Issuance and use of marks

DQS UL 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 UL 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 UL on any corrective action necessary.

Client agrees that the surveillance service, such as advancement assessments, and any special assessments conducted by DQS UL 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 [UL-DQS Inc.](#)

5.2 Non-issuance of Certificates

DQS UL 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 UL certificate. If necessary, DQS UL 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 UL is entitled to suspend temporarily a Certificate if Client violates certification, contractual or financial obligations towards DQS UL, 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 UL 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 UL 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 UL 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 UL will notify Client of a proposed suspension in writing. If the reasons for the proposed suspension are not eliminated within two weeks, DQS UL 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 UL may withdraw the Certificate as set forth below.

5.3.2 Withdrawal

DQS UL 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 UL;
- 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 UL.

5.3.3 Annulment

DQS UL 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 UL, 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 UL website at www.dqs-ul.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 UL of any changes relating to its legal, commercial, organizational status or ownership, in writing, within five (5) working days of implementation of the change;
- b) Client shall not refuse an International Automotive Task Force (“IATF”) witness audit by DQS UL or an internal witness audit or DQS UL auditors at Client’s facility;
- c) Client shall grant IATF representatives or their delegates access to its facility;
- d) Client hereby authorizes DQS UL to provide a copy of the final report to the IATF;
- e) Except for the display of a valid certificate of Certification at Client’s facility, Client shall not use or otherwise display the IATF logo type related to the ISO/TS certification scheme; and
- f) Client agrees to comply with the “Rules for Achieving IATF Recognition” document 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 as an include any standard recognized by the International Aerospace Quality Group (“IAQG”) and/or Americas Aerospace Quality Group (“AAQG”) that is offered for accreditation under the “International and/or Americas Other Party” registration/certification scheme, e.g. AS9100, AS9110, AS9120.
- b) DQS UL will only issue accredited certificates for AQMS standards in accordance with IAQG Aerospace Standard (AS) AS9104, *Requirements for Aerospace Quality Management System Certifications/Registrations Programs*, and AAQG Aerospace Information Report (AIR) AIR5359, *Requirements for Certification/Certification of Aerospace Quality Management Systems*.



- c) Client agrees that DQS UL in performing its functions in accordance with AS9104, AIR5359, and other requirement documents, in compliance with the AQMS accreditation scheme, can provide full access to the Accreditation Bodies (“AB’s”), AAQG 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 to allow AB’s, AAQG and IAQG member representatives, and regulatory and government authorities to periodically, as necessary, witness DQS UL audits at any and all Client locations covered under the AQMS certification.
- e) Client agrees to have AQMS assessment data entered into the IAQG On-Line Aerospace Supplier Information System (OASIS) for each assessment or surveillance visit upon Certification and subsequent audits, in accordance with the requirements identified in AS9104, AIR5359, and related IAQG and AAQG documentation.
- f) Client is not authorized to use or create logos representative of the AB’s, IAQG, IAQG AQMS Oversight Team, or the AAQG Registrar management Committee (RMC) relating to the AQMS certification, without direct authorization by said organization(s).
- g) Although participation in the IAQG, AAQG, and AQMS programs are voluntary, the participation 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.

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