

Certification Agreement

1. INTRODUCTION

This Agreement has been structured in accordance with the applicable requirements of British Engineering Services Certification activities.

2. SCOPE

The Certification Body (British Engineering Services Limited) provides the service of certification (of Quality Management Systems / products / personnel) to persons, firms or companies (the "Client"). The Certification Body may provide its services directly or, in its absolute discretion, through any other person or organisation, as maybe be entrusted by the Certification Body. Where part of the work is subcontracted to others, the Certification Body retains full responsibility for granting, maintaining, extending, reducing, suspending or withdrawing certification. The Certification Body will notify its clients of any changes to the requirements for certification within a reasonable timeframe.

3. IMPARTIALITY

The Certification Body shall base its decisions on certification on objective evidence of conformity (or nonconformity) in an open, fair and impartial manner.

4. CONFIDENTIALITY

The Certification Body maintains confidentiality at all levels of its organisation concerning information obtained in the course of its business. No information will be disclosed to any third party unless in response to legal process or required by an accreditation body as part of the accreditation process. The client's name, location, scope of certification and contact numbers may be entered into relevant directories. British Engineering Services maintains its own directory of certified clients which is publicly available upon request via the British Engineering Services web site.

5. APPLICATION FOR CERTIFICATION

On receipt of an enquiry, a Proposal will be sent to the Client outlining the scope and costs of the services together with an Application for Certification. Once the completed Application is returned, together with the Client's Purchase Order and controlled copies of relevant documentation and samples, the contract will be allocated to relevant British Engineering Services Personnel who will be responsible for ensuring that the services are carried out in accordance with the procedures of the Certification Body.

6. CLIENT'S OBLIGATIONS

In order to obtain and retain certification, the Client shall comply with the following procedures and rules:

- (a) the Client shall make available to the Certification Body all documents, specifications and other information required by the Certification Body to complete the assessment programme and where required shall appoint a designated person who is authorised to maintain contact with the Certification Body;
- (b) the Client shall take corrective action to remedy any condition identified as not complying with the assessment standard or the Client's own quality requirements in a timely manner;
- (c) the Client shall conform to the rules on the use of certification and marks promulgated by the Certification Body.
- (d) the Client shall inform the Certification Body without delay of any intended changes that may affect the effectiveness of the quality management system / certification including legal or commercial status, organisation or key managerial staff, locations

or scope of operations or ability to meet the applicable standards, norms or regulations.

(e) the Client shall, when requested, accommodate the presence of observers during assessments e.g. Accreditation Bodies, or trainee auditors.

(f) the Client shall, implement appropriate changes when they are communicated by the certification body

(g) if the certification applies to ongoing production, the certified product continues to fulfil the product requirements

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(i) the client makes all necessary arrangements for:

- the conduct of the evaluation (see 3.3) and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors

- investigation of complaints

- the client shall only make claims regarding certification consistent with the scope of certification

- the client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.()

(.) the client shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes

these records available to the certification body when requested, and shall take appropriate action with respect to such complaints

and any deficiencies found in products that affect compliance with the requirements for certification and documents the actions taken.

7. ISSUANCE OF CERTIFICATE

Certification is based on Assessment Audits of the Client's Quality Management System / Product quality requirements identified in the relevant regulation. When the Certification Body is satisfied that the Client meets all the certification requirements, it will inform the Client and issue a certificate. The certificate shall remain the property of the Certification Body and may only be copied or reproduced for the benefit of a third party if the word "copy" is marked thereon.

The certificate will remain valid, until its expiry, unless it is found that the quality management system of the Client and / or the product and /or the person no longer meets the applicable standards, norms or regulations.

If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

In making reference product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme.

The Client shall comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.

8. CERTIFICATION MARKS

Upon issuance of a certificate, the Certification Body may also authorise the Client to use a designated certification mark. A Client's right to use any such mark is contingent on maintaining a valid certificate in respect of the quality management system and compliance with the rules governing the use of the mark issued by the Certification Body. Improper use of such a mark is considered

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a non-conformity with certification requirements and could result in suspension of certification.

9. SURVEILLANCE

Periodic surveillance audits shall be carried out and shall cover selected aspects of the management system and documentation, depending on the type of certification services provided, at the discretion of the nominated auditor. The Client shall give access to all sites for surveillance purposes whenever deemed necessary and the Certification Body shall reserve the right to make unannounced visits as required. The Client shall be informed of the results of each surveillance visit.

10. RECERTIFICATION

Clients are generally informed of the requirement for recertification during the last surveillance visit of each cycle and a Reassessment Audit will be scheduled. Clients not wishing to revalidate Certificates approaching the end of their cycles shall inform the Certification Body three months before expiry of the current certificate.

11. EXTENSION OF CERTIFICATION

In order to extend the scope of a certificate to cover additional sites or products, Client shall complete a new Application. The procedure outlined in Clause 5 will be followed and an audit may be carried out at short notice on those areas not previously covered. The cost of extending the scope of certification will be based on the nature and programme of work.

Following a successful assessment, an amended certificate will be issued including those aspects covered by the extended Scope.

12. SYSTEM MODIFICATION

The Client shall inform the Certification Body, in writing, of any intended modification to the quality management system that may affect compliance with the standards, norms or regulations. The Certification Body will determine whether the notified changes require additional assessment. Failure to notify the Certification Body of any intended modification may result in suspension of the certificate.

The client shall inform the certification body, without delay, of any intended changes to its Quality Systems that may affect its ability to conform with the certification requirements.

13. PUBLICITY BY CLIENT

In compliance with the applicable Regulations governing the relevant mark(s), a Client may render public that its relevant management system has been certified and may print the relevant certification mark on stationery and publicity materials relating to the scope of certification.

In any case, the Client shall ensure that its announcements and advertising material do not create confusion or could otherwise mislead third parties about certified and non-certified systems, products or sites.

14. MISUSE OF CERTIFICATE AND CERTIFICATION MARK

The Certification Body shall take suitable action, at the expense of the Client, to deal with incorrect or misleading references to certification or use of certificates and certification marks. These

include suspension or withdrawal of a certificate, legal action and/or publication of the transgression.

15. SUSPENSION OF CERTIFICATE

A certificate may be suspended by the Certification Body for a limited period in cases such as the following:

- (a) if a request for corrective action has not been satisfactorily complied with within the designated time limit; or
 - (b) if a case of misuse as described in Clause 14 is not corrected by suitable retractions or other appropriate remedial measures by the Client; or
 - (c) if there has been any contravention of the Proposal, Application for Registration and/or the British Engineering Services Terms & Conditions, this Agreement or the Regulations governing the use of the certification mark;
- (d) if the Client does not allow audits to be carried out within the prescribed timeframe.

The Certification Body will confirm in writing to the Client the suspension of a certificate. At the same time, the Certification Body shall indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the certificate have been fulfilled. On fulfilment of these conditions the suspension shall be lifted and the Client notified of the certificate reinstatement. If the conditions are not fulfilled the certificate shall be withdrawn.

During periods of suspension the Client shall not identify itself as certified and the Certification Body shall make the status of the certificate publicly accessible.

All costs incurred by the Certification Body in suspending and reinstating a certificate will be charged to the Client.

Following suspension of a certificate the Client must discontinue use of all advertising matter that contains reference to certified status.

16. WITHDRAWAL / TERMINATION OF CERTIFICATE

The Certification Body has the right to withdraw the certificate by informing the Client in writing if the Client takes inadequate measures in case of suspension or the Certification Body terminates its contract with the Client.

In cases of withdrawal / termination, no reimbursement of assessment fees shall be given.

Following withdrawal / termination of a certificate the Client must discontinue use of all advertising matter that contains reference to certified status.

17. CANCELLATION OF CERTIFICATE

A certificate will be cancelled if

- (i) the Client advises the Certification Body in writing that it does not wish to renew the certificate or goes out of business or
 - (ii) the Client does not timely commence application for renewal.
- In cases of cancellation no reimbursement of assessment fees shall be given, and status of the certificate will be made publicly available.

Following cancellation of a certificate the Client must discontinue use of all advertising matter that contains reference to certified status.

18. "Scheme Rules"

By signing this Certification Agreement, the Client agrees to the "Scheme Rules" outlined on page 4 Annex 1 of this document.

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19. APPEALS

The Client has the right to appeal any of the decisions made by the Certification Body.

Notification of the intention to appeal must be made in writing and received by the Certification Body within seven days of the decision being made. The appeal must be received in writing within fourteen days of the notification and supported by relevant facts and data for consideration during the appeals procedure. Any decision of the Certification Body shall remain in force until the outcome of the appeal. Appeals shall be considered by an independent committee and decision of the committee shall be final and binding on both the Client and the Certification Body.

Once the decision regarding an appeal has been made, no counterclaim by either party in dispute can be made to amend or change this decision. In instances where the appeal has been successful no claim can be made against the Certification Body for reimbursement of costs or any other losses incurred.

Upon suspension, cancellation, withdrawal, or termination of certification, the Client shall discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents)

Applicant: _____

Signed: _____

Date: _____

20. COMPLAINTS

If anybody has cause to complain to the Certification Body, the complaint shall be made in writing, without delay, and addressed to the Scheme Leader, British Engineering Services. If the complaint is made against the Scheme Leader.

The complaint shall be acknowledged in writing following receipt. The complaint will then be investigated by an independent and closed on satisfactory conclusion of the investigation. Following closure, the complainant will be informed that the investigation has reached its conclusion.

If a complaint is received by the Certification Body about a certified Client, it may be necessary to perform an audit at short notice.

THE CERTIFICATION BODY RESERVES THE RIGHT TO ADD TO, DELETE OR CHANGE THIS AGREEMENT WITHOUT PRIOR NOTIFICATION.

Scheme Leader:

Signed: _____

Date: _____

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Annex 1 "SCHEME RULES"

INSTRUCTIONS CONCERNING UKCA MARKING OF PRODUCTS

Applicants are reminded that there are rules associated with UKCA marking of the products and these are summarised in the relevant National legislation. We require to be informed about any applications you may have made to other Approved Bodies for the class of product presently under consideration. By this application, you agree to permit us reasonable access to your premises and to the information necessary to assess your products, processes and/or personnel. We may also require access to your sub-contractors.

Applicants are also reminded that there are rules associated with quality system registration as well as UKCA marking of products. Where products are subject to National Regulations, the UKCA marking can only be applied when the relevant requirements for the conformity assessment module are met. If you apply for a "QA" module of a product directive (e.g. Module H), this cannot be used to infer that your entire quality system has been registered. If you wish to apply for your quality system to be assessed, separate considerations apply.

Although all our personnel are bound by confidentiality and impartiality undertakings, you have the right to decline access to personnel whom we nominate to carry out this work. In the event that we reject your designs or products, you have the right of appeal to our independent panel. You will have the opportunity to challenge the membership of the appeals panel.

Before the UKCA Marking can be applied, manufacturers or their agents must ensure that the relevant design and conformity assessment procedures must have been followed and that the declaration of conformity has been completed. In most cases, this will require our involvement as your Approved Body and, with the exception of Unit Verification you must continue to implement the technical and systems aspects related to the module of the Regulations. Any proposed changes affecting the status of the technical or systems aspects must be communicated to us in writing prior to implementation.

As an Approved Body we will write to you confirming completion of the activity and reminding you of your commitments. We recommend that you take steps to consider your responsibilities associated with UKCA marking. Where the Regulation requires us to carry out surveillance, this may take the form of unannounced visits.

If you wish to change the scope of your approval, we may need to carry out additional assessments to verify their validity.

If, as a result of corroborated evidence, we recommend suspension or withdrawal of your certificate, you have a right of appeal to the independent panel.

As an Approved Body we are required to publish our findings to other Approved Bodies and the relevant Approved Authority and the Secretary of State.