REGULATIONS RELATING TO REGISTRATION

Preamble

National Quality Assurance, USA, Inc (NQA, USA) provides registration programs to National and International management systems standards such ISO 9001, ISO 14001, ISO 27001 and AS9100. This includes registration under:

- ANAB (ANSI ASQ National Accreditation Board) registration to the approved NQA, USA scope of accreditation.
- UKAS (United Kingdom Accreditation Service) registration to the approved NQA Certification Limited (NQA UK) schedule of accreditation.
- Registration to industry standards as approved by their oversight bodies (ex. IATF, QuEST, ESDA).

The registration procedures are identical for ANAB and UKAS accredited registration programs except where noted, and are defined as follows:

- NQA, USA issues ANAB certificates as defined under its scope of accreditation.
- NQA, USA issues UKAS accredited certificates on behalf of NQA UK. NQA UK retains the responsibility for granting registration and the issue and withdrawal of all UKAS certificates of registration.
- NQA, USA coordinates with NQA-China to ensure that all requirements relating to the provision of third-party certification in the People's Republic of China are met.

Where reference is made to 'the relevant standard' in these Regulations, this is to mean one or more of the standards forming the registration and any linked requirements (e.g., AS9100, ISO 27001) against which registration is required. Applicants/ Registrants (hereinafter, Company) should be aware that relevant standards and their associated oversight bodies have guidance documents to which NQA, USA must comply.

Confidentiality & Impartiality

1. All information acquired by NQA, USA, about a Company shall be confidential, except where required by an accrediting or oversight organization or for input to industry databases. It shall not be disclosed to a third party without the written agreement of the Company. NQA, USA understands the importance of impartiality, manages conflict of interest and ensures the objectivity of its management systems services.

Registration

2. A Company (or partnership, LLC, government department or other appropriate body), whose management system for part or all of its operation (its scope) has been assessed by NQA, USA as being compliant with the requirements of the relevant standard, may be granted registration. NQA, USA maintains and makes accessible, on request, a directory of valid certifications. The continuance of registration for such scope is dependent upon the outcome of periodic surveillance of the Company's system by NQA, USA in order to assure itself that all the requirements of the current edition of the relevant standard continue to be met by the Company.

Application for Registration

3. An application shall be submitted for all addresses from which activities within the Company's proposed scope of registration are arranged or carried out. These Regulations apply to all such addresses with equal validity.

4. A Company shall be accepted by NQA, USA subject to the applicant's proposed scope of registration being contained within the appropriate published schedules of accreditation (see Preamble) at the time of application. NQA, USA may, at the request of the Company, be prepared to proceed with an application, where the scope of registration is outside the current schedules of accreditation.

5. It is the responsibility of the Company to satisfy itself that the proposed scope of registration meets their requirements. The Company shall also determine which accredited registration or combination of accredited registrations is required (see Preamble).

Stage One Assessment

6. An applicant shall permit NQA, USA to audit the Company's management system using contract and/or staff auditors and experts appointed by NQA, USA for this purpose. The Stage One assessment is aimed at establishing a Company's readiness for the Stage Two assessment by completing a document review and evaluating the level of implementation of the Company's management system. Where a management consultant is also present, the Company shall ensure that the consultant does not attempt to influence the course or outcome of the document review or evaluation. All fees related to the assessment process shall be as prescribed by Paragraph 17.

Stage Two Assessment

7. A Company shall permit NQA, USA to assess the conformance of the Company's management system against the requirements of the relevant standard using contract and/or staff auditors and experts appointed by NQA, USA for this purpose. The Company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. NQA, USA shall not unreasonably disregard the grounds for objection. The Company shall provide unrestricted access to those parts of the business, premises and supporting documents covered by the proposed scope of registration. Office accommodation shall be made available for the duration of the assessment. The Stage Two Assessment visit shall normally take place within six months of the Stage One Assessment. In the event that the time interval exceeds six months, NQA, USA may require, by such auditors and experts as it may appoint, to verify that the Company's DMS (documented management system) is not substantially changed. Prior to a recommendation for registration, a complete system internal audit and subsequent Management Review must be completed.

8. Where the auditor records departures from the relevant standard as a non-conformance, the Company shall advise NQA, USA of the proposals to remedy these items through a Corrective Action Plan (CAP) following the audit, unless otherwise specified by an NQA, USA auditor.

Appraisal of Application for Registration

9. When considering an application for registration following a Stage Two Assessment, NQA, USA may, at its discretion, decide to:

a. For accredited registration contained in NQA, USA's scope of accreditation.

i) grant registration, or

ii) decline registration

Certificate of Registration and Replicas of the NQA, USA and NQA Devices

10. Following receipt of payment for services and acceptance of recommendation for registration, NQA, USA shall forward a Certificate of Registration detailing the Company's scope of registration, the date of registration, validity period and the certificate number. Certificates are the property of NQA, USA and shall be returned, upon request, to NQA, USA on cessation of registration.

11. During the currency of its registration with NQA, USA, a Company shall be entitled to advertise that it is registered and to use the NQA, USA registration or certification mark(s) as appropriate. The only use of the IATF (International Automotive Task Force) logo related to this certification scheme is as displayed on the certificate issued by NQA, USA and any other use of the IATF logo separately or not is prohibited. All usage of all Registration and Certification Marks must be in accordance with the Certification and Registration Mark Usage Guide.

12. A Company registered with NQA, USA shall, at all reasonable times, be prepared to produce its Certificate of registration for inspection by an authorized representative of NQA, USA and shall provide copies of the audit report and associated documents/records to their customers and potential customers on request.

Conditions of Continued Registration

13. Registration shall be in full force and effect, without renewal, until the end of the NQA, USA fiscal year in which approval was given, subject to the satisfactory outcome of any periodic surveillance visits carried out by NQA, USA and compliance with these Regulations Relating to Registration as may be amended from time to time.

14. A Company registered with NQA, USA shall be eligible for continued registration subject to:

a. payment of an Annual Registration Fee, as prescribed in Paragraph 17, and

b. access, by NQA, USA representatives, to those parts of the business and premises covered by the scope of registration for the purpose of periodic surveillance of the management system, and

c. application being made for the inclusion of any additional addresses at which activities covered by the scope of registration are carried out or arranged and which are, in consequence, subject to the controls described in the Company's DMS, and

d. application being made for changes to the Company's scope of registration as a result of changes to the Company's DMS, and

e. compliance with the requirements of the relevant standard and scheme/industry requirements, and

f. retention of records of Management Reviews, NQA, USA audit reports, and Internal Audits for a minimum period of three years, and

g. notification to NQA, USA of changes to the Company's management system to include size and scope. Such changes may impact audit durations, and

h. assignment of industry database administrators, and any change of status with an IAQG (International Aerospace Quality Group) or IATF subscribing OEM, notification to NQA, USA and to IAQG OEM customers of any changes related to its registration, and

i. notification to NQA, USA without delay of the occurrence of a serious incident or breach of regulation necessitating the involvement of regulatory bodies, and

j. release audit report information to appropriate regulatory bodies upon request.

Periodic Surveillance/Special Visits & Short Notice/ Unannounced Audits

15. The first surveillance visit shall take place within 12 months after the last day of the Stage Two assessment. Subsequent surveillance visits shall normally be undertaken on an annual or semi-annual basis as deemed necessary by NQA, USA (unless further visits are deemed necessary by NQA, USA).

a. In some instances, a Special Visit may be required for the clearance of a major non-conformance, to investigate concerns from an interested party, to investigate a serious OHS incident/ breach of regulation, or to upgrade to a new revision of the applicable standard. It is understood that these visits are at the discretion of NQA, USA and the Company will be given adequate notice of the required special visit and its purpose.

b. It may be necessary for NQA, USA to conduct audits at short notice or unannounced to investigate complaints, as a result of changes, major or minor nonconformities or suspension. In such cases NQA, USA will describe and make known in advance the conditions under which these short notice or unannounced visits are to be conducted and will exercise additional care in the assignment of the audit team because of the lack of opportunity for the Company to object to audit team members.

Reassessment

16. All accredited Certification Bodies are required to perform a reassessment every three years. The purpose of the reassessment is to verify the overall continuing effectiveness of the organization's management system in its entirety. Additional audit days will typically be added to accomplish this activity.

Fiscal Year, Fees and Charges

17. Fees and charges as prescribed are non-refundable and are subject to change with prior notice by NQA, USA. All payments are on terms of net 30 days, unless specifically noted in the paragraph below.

18. Initial Registration Fees - Once the purchase order and/or signed quotation are received, the registration process must be completed within one (1) year or prices are subject to change. An invoice will be issued at the conclusion of each Initial Audit activity.

19. Fees for annual Audit Activities - All planned activities for the upcoming year are invoiced in advance at the beginning of NQA's fiscal year, which begins January 1st.

20. An annual Certification Management fee for new companies will be invoiced after the initial audit activities have been completed. After the initial audit, a non-refundable Certification Management fee is invoiced at the beginning of each year for the upcoming year. Other charges, to include special visits deemed necessary by NQA, USA or required by the accreditation bodies will be invoiced after the activity is completed.

21. Rescheduling Fee - When a company cancels a scheduled activity at short notice, usually NQA, USA must cover fees applicable to the auditor's scheduled time and travel for the activity. These fees may include wages, airline fares, etc. Therefore, once a date has been agreed upon between NQA, USA and the Company, if the Company requires a cancellation or change to the scheduled audit within 30 calendar days of the scheduled visit, a cancellation fee of 50% of the activity cost and all travel rescheduling expenses will be charged. Re-Scheduling within 14 Calendar days will incur a surcharge of 100% of the activity fee and associated travel expenses incurred.

a. Travel expenses - The Company will be responsible for all travel costs and expenses associated with the activities (airfare, hotel, meals, etc.). Some reduction in travel costs may be possible if NQA, USA and the Company are able to coordinate activities with other companies. Sharing of costs could assure the company the lowest price possible. The company may choose to make and pay for travel and accommodation arrangements for the auditors and would pay these charges directly to their travel agent.

Appointments

22. A Company shall be given adequate notice of a visit by any NQA, USA auditor (except under the conditions of paragraph 15). Cancellation by a Company at relatively short notice, as prescribed from time to time, shall incur a Rescheduling Fee (see paragraph 17).

Suspending, Withdrawing or Reduction of Registration

23. NQA, USA may, at any time, cease consideration of an application, or cancel the registration of the Company for failure to make payment of the prescribed fees and charges, as required by Paragraph 17, or of any charge required by these Regulations within twenty-eight days following the date of the appropriate invoice. The decision to cease consideration of an application, or to suspend, cancel or reduce the scope of registration, shall be communicated to the Company in writing and shall be deemed to become effective at the expiration of fourteen days.

24. NQA, USA may, at any time, withdraw or recommend that NQA withdraw the registration of the Company if it is shown to the satisfaction of NQA, USA that:

a. it has committed a breach of any of the obligations imposed by these Regulations, or

b. it fails to maintain its management system to the requirements of the relevant standard, or

c. it fails to rectify departures from the relevant standard observed by an NQA, USA auditor during periodic surveillance of the management system, or

d. it fails to notify NQA, USA of the existence of new addresses that either arrange or carry out work covered by the existing scope of the Company, or

e. it fails to notify NQA, USA within twenty-eight days of a change of Company ownership which results in a change to the controlling interest of the Company, or

f. it attempts to mislead its customers about the location or source of a service within its scope of registration, or

g. it has made use of the registration or certification marks or devices of NQA, USA in a manner which is likely to bring NQA, USA into disrepute, or

h. it fails to advise NQA, USA within twenty-eight days of a change of Management Representative at any of its business locations covered by its Certificate of Registration, or

i. it becomes bankrupt or insolvent or has filed under Chapter 11 form, or if in the opinion of NQA, USA, the nature of its work has changed or it shall cease to trade or if there be any change in the ownership of the business that materially affects the conditions under which the Company was registered, or

j. it performs any act, which in the opinion of NQA, USA, is contrary or prejudicial to the objectives or reputation of NQA, USA, or

k. it fails to inform NQA, USA without delay of a known breach of law, regulation, OHS incident, or ordinance which has a direct bearing upon the registration issued, or

l. the Certified Company has voluntarily requested a suspension.

25. Before deciding whether or not to withdraw the registration of a Company in accordance with paragraph 24, NQA, USA shall inform the Company in writing of the intention to do so and the reason for this action. NQA, USA shall afford the Company the opportunity to make representation in writing to NQA, USA within fourteen days, and shall ensure that consideration of such representation has been made before a final decision as to whether or not to withdraw registration of the Company is made.

26. A decision to withdraw the registration of the Company under Paragraph 24 shall be communicated in writing. The registration of a Company which is withdrawn shall not be transferred to any other Company. Notwithstanding Paragraph 1, NQA, USA may make public the withdrawal of registration and the associated regulation(s) which was infringed.

Complaints

27. NQA, USA maintains a documented process for receiving, evaluating, and making decisions on complaints. Upon receipt of the complaint, NQA, USA confirms whether the complaint relates to its certification activities or relates to the activities of a certified Company. The complaints handling process includes methods for recording, tracking, validating, investigating, and deciding what actions should be taken in response to the issue. Whenever possible, NQA, USA shall acknowledge receipt of the complaint and shall provide feedback to the complainant on the progress and final outcome. This process shall be subject to requirements of confidentiality, as it relates to the complainant and to the subject of the complaint.

Appeals

28. The Company may make representation to the Independent Certification Board (ICB) appeals committee (ICB AC) of NQA, USA against any decision of NQA, USA to refuse to grant registration, or to withdraw registration except for matters relating to Paragraphs 17 and 19. The ICB AC of NQA, USA is independent of the management of NQA, USA and is established to oversee the operations of NQA's registration programs and to ensure that the registration programs are appropriate and impartial. Notice, in writing setting out the grounds for such representation, shall be served to NQA, USA, as appropriate, within fourteen days of the date of notification of the decision disputed. The registration of the Company shall not be withdrawn so long as consideration of the representation, or an appeal, is pending.

29. The responsible ICB AC shall rule on the representation made to it. Such a ruling shall be communicated directly to NQA, USA, as appropriate, who in turn shall forward the ruling to the Company. The Company shall inform NQA, USA within fourteen days if the ruling is not accepted and it intends to lodge an appeal. A failure to respond will be treated as acceptance of the ICB AC's ruling. Notice, in writing setting out the grounds for such appeal, shall be served on NQA, USA, as appropriate, within twenty-eight days of the date of the decision.

30. An appeal shall be heard by an Appeals Committee especially convened for the purpose. The Appeals Committee shall consist of not less than three persons nominated by the Chairman of the responsible ICB, none of whom shall be an employee of NQA, USA, a member of the Board or a member of the ICB. No member of the Appeals Committee shall have any commercial or vested interest in the matter under consideration. The Company shall have the right to raise an objection to the composition of the Appeals Committee. The grounds for such objection shall be made by the Company in writing and communicated to NQA, USA, as appropriate, within fourteen days of the date of being notified of the composition of Appeals Committee. The grounds for such objection shall not be unreasonably disregarded by NQA, USA or the Chairman of the respective ICB. The decision of the Appeals Committee shall be binding on NQA, USA, and the appellant.

Misuse of NQA, USA and NQA Certificates of Registration or Marks

31. A Company, whose registration has been withdrawn, shall not exhibit, or cause to be exhibited, its former Certificate of Registration or any copy of it, either on its premises or elsewhere, nor shall it use or display, or permit to be used or displayed, any reproduction, print or replica of the Certificate of Registration or certification marks in any form or on any material whatsoever.

32. All Certificates of Registration must be returned promptly to NQA, USA when there is either a legitimate requirement for a change to its detail or upon cancellation of the Company's registration under either paragraph 17 or 19.

33. Unless registered by NQA, USA, a Company shall not be permitted to use, or cause to be used, the words 'National Quality Assurance, USA Inc', 'NQA, USA', 'NQA Certification Limited' or 'NQA' in any manner or for any purpose whatsoever, in connection with its business, its company or trading name, nor shall it in any way represent itself or its business as being so registered.

Law and Jurisdiction

34. The registration process and the validity, construction and performance of these Regulations shall be governed by Massachusetts law. If any provision of this Agreement is held invalid by any law and/or regulation, all other provisions hereof shall continue in full force and effect.

Language

35. All audits will be conducted in English unless prior arrangements have been made.

Right of Entry

36. The organization shall allow NQA, USA auditors full access to the applicable areas of the organization in order to properly assess the management system. Should any area or record be off limits for any reason, the organization shall notify NQA. The organization shall permit the NQA, USA audit team to be accompanied by NQA, USA observers, accreditation, regulators or oversight body auditors for the purposes of ensuring conformity to the standard and witnessing the audit team. The organization shall permit access to ANAB/IATF representatives or their delegates for the purposes of Accreditation Market Surveillance Assessments/Validation Audits.

Warranty/Disclaimer of Warranty and Liability

37. NQA, USA warrants that the services provided hereunder shall conform to the specifications and express warranties set forth herein and that at the time of delivery, NQA, USA shall have the right to confer and/or transfer the same and that the same shall be delivered free of encumbrances. Any services performed by NQA, USA will be performed in a workmanlike manner with minimal impact to the Company's business operations. NQA, USA will modify or correct any such Services which have not been so performed if written notice of any such failure is given to NQA, USA within thirty (30) days of the date such service is performed. NQA, USA warrants that the Services provided hereunder meet the Specifications and Requirements of the appropriate oversight bodies. No claim of any kind with respect to the conformance of the Services to the foregoing Specifications, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the nonconforming Services in respect to which such claim is made. The foregoing constitutes the Company's exclusive remedy and NQA, USA's sole obligation with respect to any such claim. There are no express warranties by NQA, USA other than those specified in this paragraph 37. No warranties by NQA, USA will be implied or otherwise created under the uniform commercial code or any other theory of law, including without limitation warranty of merchantability or fitness for a particular purpose.

Indemnity

38. In no event shall either party hereto be liable in contract, in tort (including negligence), strict liability or otherwise for any special, indirect, punitive or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers or other economic harm, however caused and under whatever theory of liability, even if the party has been advised of the possibility of such damages. Each party shall bear all liability and responsibility for the acts, errors or omissions of its officers, directors, managers, employees, subcontractors, assigns, successors, representatives, or agents committed within the scope of their employment or fiduciary duty. Each party shall maintain insurance in reasonable and responsible amounts for such liabilities, neither party shall be liable for the acts, errors or omissions of the other party's officers, directors, managers, employees, subcontractors, assigns, successors, representatives or agents whether or not carried out within the scope of their employment or fiduciary duty. Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury caused by said Party's negligence or for fraudulent misrepresentation or for any for any liability that cannot legally be excluded or limited. NQA, USA is neither an insurer nor a guarantor and disclaims all liability in such capacity.

39. Notwithstanding anything else in this Agreement to the contrary, the Company hereby indemnifies and holds harmless NQA, USA from and against all claims, liabilities, costs (including legal fees), expenses, damages, penalties and fines which do not occur or result directly from NQA, USA's performance pursuant to this Agreement. In addition, for Food Safety Management Programs, such as ISO 22000.2018 and HACCP, the Company shall include NQA-USA as an additional insured under the Company's own liability and product insurance for the purpose of liabilities, costs, expenses, damages, penalties and fines associated with a product recall or related claims by consumer.

Force Majeure

40. NQA, USA shall not be liable in any respect should it be prevented from discharging its obligations as a result of any matter beyond its reasonable control which could not be reasonably foreseen.

Entire Agreement

41. This agreement, together with any terms and conditions of Attachment(s) hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, which are hereby made null and void. No terms and conditions in any form of purchase order, order acknowledgment or other acceptance forms issued by the Company or by NQA, USA with respect to this transaction shall alter the terms hereof and objection is hereby made to all such additional or different terms. Acceptance is expressly limited to the terms offered herein. No modification or waiver of this Agreement shall bind NQA, USA, or the Company unless in writing and signed and accepted by duly Authorized Representatives of NQA, USA and the Company.

Aerospace Specific Requirements

22. In advance of initial, surveillance and recertification audits, organizations shall provide and update necessary data and information for scope determination, certification structure identification, use of other aerospace standards, and risk analysis.

23. AQMS certified organizations shall disclose any classified material or export control requirements related to NQA auditor access, inform NQA of any restrictions or limitations (e.g., matters of citizenship, proprietary processes) with respect to access to their facilities, activities, and/or audit information, and work with the NQA to resolve access limitations (e.g., limit the scope of certification).

24. Organizations shall Identify and disclose when there is a need to omit information from audit reports that is proprietary or subject to restrictions (including classified material or export control requirements) before OASIS database entry.

42. AQMS certified organizations shall allow NQA, USA 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.

43. Organizations shall provide Tier 1 and Tier 2 data access to their aviation, space, and defense customers and authorities, upon request, unless justification can be provided (e.g., competition, confidentiality, conflict of interest).

44. Organizations shall identify an OASIS administrator and be responsible for managing organization and customer access, managing feedback, maintaining organizational information, including notifying NQA, USA of significant changes within the organization (e.g., changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements), and supporting the audit process via direct input of data into the OASIS database, including online corrective action management.

45. If AQMS certified organizations lose their AQMS standard certification (suspended or withdrawn), they shall notify their aviation, space, and defense customers within 15 days.

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