



**6 Force Majeure**

Other than with respect to your obligation to pay all fees and expenses pursuant to Section 2 of Part 9 of this Contract (above), neither you nor BSI will be in breach of the Contract if it is not reasonably possible to perform an obligation under the Contract due to circumstances beyond that party's reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of non-performance continues for eight weeks, the party not affected may terminate the Contract by giving fourteen (14) days' advance written notice to the other party.

**7 No Partnership or Agency**

Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**8 Successors and Assigns**

This Contract shall be binding on your successors and permissible assigns (only after we consent to such assignment in writing, which we may, in our sole and reasonable discretion withhold) with respect to any and all of your rights and obligations under the Contract. Each party to this Contract confirms it is acting on its own behalf and not for the benefit of any other person or entity. Notwithstanding the foregoing, Certificates issued pursuant to this Contract are not automatically transferrable or assignable and events giving rise to a potential transfer or assignment of one or more Certificates may require additional assessment visits to you site(s) which shall be charged to you, your transferee or assignee, as applicable, at the then-in-effect fees for such visits.

Notwithstanding the preceding paragraph, BSI may assign, transfer or subcontract any or all of its rights and obligations under the Contract to a BSI Affiliate.

**9 Term and Termination**

*(Length of Term)* This Contract shall remain in effect until it is terminated by either party in the manner described in this paragraph 9.

*(On notice)* Either party may terminate the Contract at any time by giving the other party not less than sixty (60) days' notice of its intention to end the Contract. In the event of termination of this Contract for any reason any annual management fee paid (if applicable to you) and the application fee are non-refundable.

*(Immediately by BSI on notice)* Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract:

- a) with immediate effect if you fail to pay any amount under the Contract on the due date for payment and it remains unpaid seven (7) days after BSI has notified you to make such payment; or
- b) if you breach any material obligation of the Contract and such breach remains un-remedied, if such breach is capable of remedy, after thirty (30) days from the date of notification

to you by BSI of such breach, or immediately upon notice to you by BSI if such breach is incapable of remedy; or

c) with immediate effect if, in the reasonable opinion of BSI, you act in such a manner that may bring the reputation of BSI into disrepute; or

d) with immediate effect if you are unable to pay your debts as they fall due, or you suspend the payment of your debts, or you make a proposal to your creditors to reschedule any of your debts; or you take any action in connection with your winding up or suffer the appointment of an administrator or an administrative receiver; or someone takes action to attach or take possession of any of your assets; or you stop the business you were doing at the time of entering into the Contract; or you become insolvent or are wound up; or any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this paragraph.

*(Payment of outstanding amounts)* All amounts payable by you to BSI under the Contract will become due upon termination of the Contract for whatever reason in accordance with the payment terms set forth in this Contract.

**10 Non-Disclosure of Confidential Information**

Confidential Information means all information of a confidential nature relating to your business that is disclosed to BSI in connection with the Services, but does not include information that:

- a) is or becomes generally available to the public (other than as a result of its disclosure by BSI in breach of the Contract); or
- b) was known to BSI before you disclosed it; or
- c) you have not treated as confidential or have agreed with BSI is not confidential or may be disclosed.

BSI will keep Confidential Information confidential for a period of 6 years after it has received it and will not use or disclose it except:

- d) for the purpose of exercising or performing its rights and obligations under the Contract; or
- e) to the extent required by law, or by order or directive of any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.

In the case of subpart 10(e) above, BSI will first notify you of such order or directive to afford you the opportunity to challenge it. You acknowledge that relevant regulatory authorities to whom BSI has disclosed information concerning the Services may transfer that data onwards to any other regulatory authority, pursuant to international schemes or arrangements between them. Such onward disclosure will be pursuant to the rules and regulations governing regulatory bodies and as determined by them, for which BSI cannot be held responsible or liable to you. The foregoing confidentiality obligations undertaken by BSI shall similarly apply to BSI personnel and subcontractors rendering Services pursuant to or in connection with this Contract.

**11 Entire Agreement**

The Contract constitutes the entire agreement between you



and BSI and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering this Contract it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraud. If there is an inconsistency between any of the provisions of the Contract and the provisions of any master services agreement, purchase Proposal, your standard conditions of purchase or any other document stated to be produced relating to the Services or the Contract, the provisions of this Contract will prevail.

No variation of or amendment to the Contract will be effective unless it is in writing and signed by an authorized representative of each party.

**12 Severance**

If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**13 Notices**

A notice required to be given to a party under or in connection with the Contract must be in writing and sent to the party at

its address on the Proposal. Unless expressly prohibited by the Proposal, notices may be sent by email.

**14 Governing law and Jurisdiction**

With respect to Services rendered in the United States, this Contract and all related documents, including all exhibits and appendices attached hereto, and all matters arising out of or relating to the Contract, whether sounding in contract, tort or otherwise, are governed by and construed in accordance with the laws of the state of Delaware, USA, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the state of Delaware. The venue for any matters requiring court intervention shall be the state courts of New Castle County, Delaware, or as appropriate, the United States District Court for the District of Delaware. Similarly, with respect to Services rendered in Canada, references herein to the state of Delaware shall instead reference the Province of Ontario, Canada and its provincial courts.

**The Contract has been entered into on the date of your signature of the Proposal, or as appropriate, such other date as agreed between you and BSI.**

End of document

# Proposal Explanatory Notes

This document forms part of BSI's Conditions of Contract along with:

- Proposal and Application for Certification
- Scheme Specific Requirements (as appropriate)

- Trading Terms and Conditions
- Scheme specific profile forms and/or facts validation



## Contents

- 1. Explanation of the Audit Process**
  - 1.1 Pre-assessment/Introductory Visit
  - 1.2 Initial Audit (Stage 1/Stage 2)
  - 1.3 Opening and Closing Meetings
  - 1.4 Certificate Issue
  - 1.5 Surveillance Audits
  - 1.6 Recertification
  - 1.7 Findings
  - 1.8 Fees and Additional Information
  - 1.9 Other Types of Audit
- 2. General Requirements**
  - 2.1 Notification of Significant Business Changes
  - 2.2 Notice of Changes by BSI
  - 2.3 Results of Investigation
- 3. Other Information**
  - 3.1 Draft Scope
  - 3.2 Scope Definitions
  - 3.3 Multi-site Organization - Scope of Certification
  - 3.4 Legal Entities
  - 3.5 Accredited Parties
  - 3.6 Witnessed Audits
  - 3.7 Observed Visits
- 4. Comparison of Costs**
- 5. Payment**
  - 5.1 Annual Budgetary Information
  - 5.2 Periodic Price Increases
  - 5.3 Invoicing
  - 5.4 Timelines
  - 5.5 Bank Details for Wire Transfers
- 6. Transferring Certification**
- 7. Additional Contact Information**

### 1.1 Pre-Assessment/Introductory Visit

At BSI, we strongly recommend a pre-assessment. This is an opportunity for your organization to have our auditor conduct an informal review of your management system. While it will not affect the outcome of your certification, a pre-assessment enables you to identify and correct major

flaws or gaps in your management system prior to the formal (Stage 1/Stage 2) assessment (audit). A pre-assessment also gives your employees the chance to meet your assessor (auditor) and to understand future assessment proceedings. For organizations with concerns, a pre-assessment can be any length of time; however, we have found that customers typically see the best results when a pre-assessment is 80% of the initial audit.

It is advisable to have your first pre-assessment as soon as possible prior to the Stage 1 and Stage 2 audits so that you can identify the scope of work that needs to be done prior to the actual audit and also give yourself credit for what you already have in place as well as possibly identifying large gaps that you may not have been aware of. While you can have more than one pre-assessment prior to certification, to arrange for a second pre-assessment, you are encouraged to contact your account manager to ensure there are no restricting scheme rules.

### 1.2 Initial Audit

- 1.2.1** This is the first full audit of your entire management system. The success of this audit will determine whether your organization gains certification. Once your documentation is complete, you will send it directly to your Assessor / Client Manager, who will normally conduct an off-site document review as part of the Initial Stage 1 Audit, see Clause 1.2.2 below.

The Initial Audit is conducted in two stages.

**1.2.2** The Stage 1 audit is a readiness review and shall be conducted to:

- a) audit your management system documentation and inform you of any gaps
- b) evaluate your location(s) and any site-specific conditions and to undertake open discussions with your personnel to determine your preparedness for the Stage 2 audit
- c) review your status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system
- d) collect necessary information regarding the scope of the management system including processes and related statutory and regulatory aspects and compliance (e.g. quality, environmental, health and safety, legal aspects of your operations, associated risks etc.)
- e) review the allocation of resources for the Stage 2 audit and agree with you the details of the Stage 2 audit
- f) provide a focus for planning the Stage 2 audit by gaining a clear understanding of your management system and site operations in the context of possible significant aspects, as applicable;
- g) evaluate if the internal audits and management review are being planned and performed, and that the level of implementation of the management system substantiates that you are ready for the Stage 2 audit
- h) evaluate an eligible multi-site organization's corporate system, corporate oversight and the operations of at least one location

**1.2.3** Stage 1 audit findings will be documented by BSI and will be communicated to you, including any other area(s) of concern that could be classified as nonconformity during the Stage 2 audit.

**1.2.4** When determining the interval between the Stage 1 and Stage 2 audits, you should carefully consider the time needed for you to resolve all non-conformities and areas of concern identified by BSI during the Stage 1 audit. Both parties may need to revise their planned arrangements for the Stage 2 audit to realize the best opportunity for a successful outcome, but in most cases, the Stage 2 audit should occur no less than 30 days after the Stage 1 audit. The maximum interval between the Stage 1 and Stage 2 audit is 6 months. Some schemes may have a different prescribed period. If this interval is exceeded, the Stage 1 audit will need to be repeated.

**1.2.5** The expectation is that for most management systems the Stage 1 audit would be carried out at your premises in order to achieve the objectives stated in Clause 1.2.2 above.

**1.2.6** The Stage 2 audit is conducted to evaluate the implementation and effectiveness of the management system. The Stage 2 audit shall take place at your site(s) and shall include at least the following:

- a) adequate information and evidence of conformance to all requirements of the applicable management system standard(s) or other normative document(s)
- b) performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard(s) or other normative document(s))
- c) your management system and performance with regards to legal compliance, as applicable
- d) operational control of your processes
- e) effectiveness of internal auditing and management review
- f) management responsibility for your policies
- g) linkage between normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable management system standard(s) or normative document(s)), any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and internal audit findings and conclusions

h) review of multi-site sampling of locations based on a pre-determined formula. For activities of low to medium risk, the size of the sample should be the square root of the number of remote sites:  $(y=\sqrt{x})$ , rounded to the upper whole number

**1.2.7** The certification of management systems in organizations with a network of sites ensures that the audit provides adequate confidence in the conformity of the management system to the relevant standard across all sites listed and that the audit is both practical and feasible in economic and operative terms. Organizations with multiple sites can elect to have the certification on a single certificate that includes audits of all business locations each year or a multi-site certification that includes sampling. The multi-site certification sampling option will be determined during contract review which will identify the complexity and scale of the activities covered by the management system subject to certification and any differences between sites as a the basis for determining the level of sampling. Contract review is conducted in coordination with BSI's Account and Client Managers. For more information, see section 1.9.1.

### 1.3 Opening and Closing Meetings

**1.3.1** A formal opening meeting will take place at the beginning of each audit, regardless of its type. This meeting is to cover the scope of the audit, scope of certification and the overall process and conduct of the audit. Similarly, a closing meeting will be held at the end of the audit. A report of findings will be presented to you, along with a formal copy. A clear explanation will be provided about the process for closure of any non-conformity, including timeframes, expectations about verification, review and acceptance, so that the certification decision and certificate issue can be concluded in a timely manner. At the closing meeting, you will be advised if your facility is being recommended for certification.

### 1.4 Certificate Issue

**1.4.1** Following your initial audit and after review, acceptance, verification of the effectiveness of correction, root cause analysis and corrective actions for Major non-conformities and review and acceptance of your planned correction, root cause analysis and corrective action for Minor non-conformities, BSI will conduct an independent technical review and make a formal certification decision. As evidence of conformance, you will be provided with a signed certificate. With multi-site certifications all the sites in the cycle are required

to have been visited at least once. Certificates normally take 3-4 weeks to issue, following formal acceptance of your corrective actions as described above in this paragraph.

**1.4.2** BSI can provide multi-site certification with sampling as a single certificate that covers all business locations.

There are specific criteria, which we will review with you as part of the contract review. If your organization meets the requirements, BSI will only need to audit a sample of your sites each year, instead of auditing each site every year. Over the course of the three year certification period, all sites must be audited at least once.

**1.4.3** BSI may, at any time, refuse to issue a certificate, reduce the scope, or suspend/withdraw the certificate in circumstances where, in BSI's reasonable opinion, compliance with the specified standard(s), normative document(s) or this Agreement (including, the 'How to display the BSI Registered Logo') have not been met

### 1.5 Surveillance Audits

These visits ensure that your system continues to meet the requirements of the standard(s). After your certification, we will normally conduct surveillance audits once a year (6-monthly visits can be arranged and will be noted in your proposal, if applicable). In addition, BSI can offer surveillance audits on a more frequent basis, at your request. The surveillance audit visits will be planned in such a manner that all key business processes will be addressed within a three-year audit cycle in preparation for the recertification. Audit reports are written and left with you at each visit, containing nonconformities as well as, where allowed, opportunities for improvement.

### 1.6 Recertification

**1.6.1** Recertification involves an on-site audit and is a requirement of ISO/IEC 17021. The purpose of recertification is to:

- a) verify overall continuing effectiveness of your management system (MS) in its entirety, in light of internal and external changes, and its continued relevance and applicability to your scope of certification
- b) demonstrate your commitment to maintain the effectiveness and improvement of your management system in order to enhance overall performance, and



c) determine if the operation of your certified management system contributes to the achievement of your organization's policy and objectives

**1.6.2** The audit duration for recertification may be justified to two-thirds of the time that would be required for an initial audit of your organization at the time it is to be recertified. The recertification would normally only involve a Stage 2 audit. However, in certain circumstances BSI reserves the right to conduct both a Stage 1 and Stage 2 recertification audit, where justified.

## 1.7 Findings

### 1.7.1 Major Non-Conformities

In the event that a major non-conformity is found during a Stage 2 audit, surveillance or recertification audit, a special visit is usually required at a later date to ensure this major non-conformity has been effectively closed down. Charges for this special visit will be at the normal audit day rate.

### 1.7.2 Minor Non-Conformities

Additional time may be required to review corrective action plans in response to minor non-conformities, and additional time may be added to the next visit for verification activities based on the assessor's recommendation. Charges will be at the normal audit day rate.

## 1.8 Fees and Additional Information

### 1.8.1 Application Fee

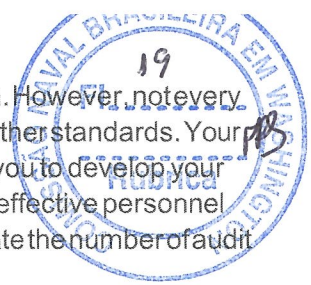
This is a one-time, non-refundable payment to cover the administrative costs of advancing your application to the point of Initial Audit. This includes setting up your account in our global planning, finance and accreditation databases.

### 1.8.2 The Annual Management Fee (AMF)

The AMF is a fixed fee to cover administrative and client management support of your certification with BSI. Upon issuance of the certificate, you will be billed for the initial AMF, which will be pro-rated through to the end of the calendar year. Subsequent AMF billing will occur at the first of the year. The AMF includes a number of unique services and benefits to help ensure that you maximize your management system.

- The "Just for Customers" website
- Free webinars and events
- eCertificates, eReports and eUpdates
- BSI Excellerator benchmarking report
- Information on the latest British & International Standards
- Investment in new products and services for you
- Independent accreditation
- Maintenance of your BSI certification





### 1.8.3 Database Fees (IATF, OASIS)

As your accredited certification body, BSI is required to register your organization to the relevant industry-specific database. This includes the OASIS (Online Aerospace Supplier Information System) database for customers achieving their certification under the AS9100 series and the IATF (International Automotive Task Force) database for those certified to ISO/TS 16949 as well as other organizations that maintain mandatory certification record. These organizations charge a fee for certification and these fees as well as a processing stipend are added to your quote.

## 1.9 Other Types of Audits

### 1.9.1 Sampling Plans

Organizations with a network of sites and an identified central office that plans, controls and manages overall business operations benefit from a consolidated view with multi-site certification of their management system(s). If your organization performs similar business activities across all sites, then multi-site certification with sampling would allow for consolidation and save you time and money. Multi-site certification with sampling is a single certificate that covers all business locations and provides you with a synthesis report. If your organization meets specific criteria, then BSI will only need to audit a sample of your sites each year, instead of auditing each site every year. This option reduces the number of annual audits, saving you both time and money. Because only sites that perform well are eligible for sampling, each site is held accountable and therefore more motivated to contribute to the overall success of the corporate management system. Over the course of the three year certification period, all sites must be audited at least once. While your auditor will work with you to develop a sampling plan, it is important to bear in mind that not all organizations meeting the definition of multi-site will be eligible for sampling and not all standards are eligible for multi-site certification.

### 1.9.2 IMS Integrated Audits

For organizations with multiple management systems, it is often possible for BSI auditors to combine the requirements of each into one audit. The resulting integrated audit will reduce the number of total audit days required and, thus, save the organization time and money. Integrated audits will become increasingly easier as all revised and new standards will be written to common core language, Annex SL, with specific

technical requirements added on. However, not every standard can be combined with other standards. Your account manager will work with you to develop your scope, determine the number of effective personnel relative to your scope and calculate the number of audit days required.

### 1.9.3 Extension to Scope - New Activity or Addition of a New Site

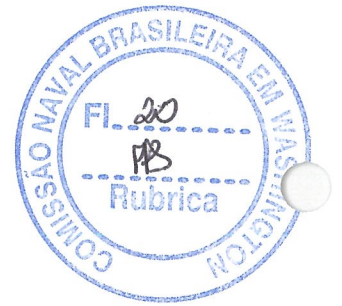
During the certification timeframe, often businesses expand sites or develop new activities and the organization requires these new sites and/or activities under the same certification. We can work with you to make sure this can be easily accomplished under an "Extension to Scope". If this occurs, you would need to complete an Amendment of Contract Form, which can be found on the Just for Customers site for current BSI customers or through your Client Manager or Account Manager. The completed form would need to be submitted to [Centralplanning.Msamericas@bsigroup.com](mailto:Centralplanning.Msamericas@bsigroup.com). Once it has been reviewed and time required for the adjusted is determined, BSI's planning team will be in contact to schedule the audit accordingly.

During an audit, if the Client Manager concludes an extension to scope is required certain actions must take place. The Client Manager will work with management to revise the wording of the scope, confirm the personnel involved in the new activity and verify that the activities are covered by the existing standard. If more than one additional audit day is required, your Client Manager will detail what is required to move forward. If the audit of the extension to scope is to be conducted at the same time as a planned surveillance visit, the duration will simply be extended to account for the additional time.

If an additional site is added to a certification, your Account Manager will need to put together a proposal for this activity. It would be helpful to contact your Client Manager as well to make them aware of the pending change.

### 1.9.4 Reduction in Scope Activity/Sites

Conversely, should a business cease performing an activity referenced in the scope or, under a multi-site certification, close locations, the Client Manager will determine if the change in scope constitutes a material change to certification until a re-audit can be performed and/or if there should be a reduction in audit days.



## 2. General Requirements

### 2.1. Notification of Significant Business Change.

You are required to notify BSI by completing an Amendment of Contract Form of significant business changes that will impact this proposal and/or the on-going contract with BSI. This form will be available on the Just for Customers site or it can be obtained from your Client Manager or your Account Manager. Significant business changes include:

- location change equaling a completely new address
- minor address change
- the changes in the number of sites covered by the certification
- changes in the effective number of personnel
- name change without a change in ownership
- changes in ownership to include acquisitions, divestments and mergers, and
- all other aspects that impact the audit duration or skill requirements

BSI reserves the right to conduct an unscheduled audit where significant changes (e.g. change of ownership, personnel or equipment) to your organizational structure may affect the activities and operations covered by the scope of certification.

### 2.2 Notice of Changes by BSI

BSI will provide reasonable due notice to you of any changes to our requirements for certification and will include appropriate timescales for BSI to verify that you comply with the changed or new requirements.

### 2.3. Results of Investigation

Should BSI receive any complaints against your organization, we will investigate the issue at the next surveillance audit.

However, BSI reserves the right to conduct an unscheduled audit where the analysis of a complaint or other information brought to the attention of BSI indicates that your organization is no longer in conformance with the requirements of the relevant standard and/or BSI documentation or there is a significant risk to the reputation of BSI and its accreditation body(ies).

## 3. Other Information

### 3.1. Draft Scope

The draft "Scope of Certification" represents the information that would appear on your certificate describing the activities covered by the certification and will be finalized at the closing meeting of the Initial Stage 2 Audit.

### 3.2 Scope Definitions

Under the new Annex SL structure of standards, the scope of the management system can be found under section 4. Context of the Organization in section 4.3 Determining the scope. The language will be common to all standards going forward.

BSI's Account Manager can assist the organization follow the directions listed in the relevant standard to design their scope. In short, the standard requires an organization:

- In clear, unambiguous language determine and document the boundaries and applicability of the management system to establish its scope
- Consider the external and internal issues that are relevant to the organization's purpose and that affect its ability to achieve the intended outcome(s) of its management system
- Determine the interested parties relevant to the management system
- Understand the requirements of these interested parties, including legal and regulatory requirements and contractual obligations
- Consider the interfaces and dependencies between activities performed by the organization, and those that are performed by other organizations

### 3.3. Multi-site Organization - Scope of Certification

If you are seeking certification as a multi-site organization, you shall identify all the sites covered by the scope of certification and all these sites are covered by this contract regardless of the fact that sampling of those sites is/is not applicable. Any site not identified and not shown on the certificate is not covered by this contract. Sites can be added or removed from the contract upon request in writing to your Client Manager or Account Manager.

### 3.4. Legal Entities

In North and South America, BSI operates through the following legal entities:

BSI Group America Inc. BSI

Group Canada Inc.

BSI Group Mexico, S de R.L. de C.V. BSI

Brasil Sistemas de Gestao Ltda.

Your trading terms and conditions will be issued by the appropriate BSI company, based in the country where you are located and will be in the national language of the country.

### 3.5. Accredited Parties

The audit services delivered under this agreement are under the overall control of BSI Group America, Inc., who is the accredited party responsible for issuing the certificates for the following accreditations:

- ANAB (USA)
- SCC (Canada)
- EMA (Mexico)

BSI Brasil is the accredited entity for:

- CGCRE/InMetro (Brasil)

(For a detailed listing of accredited schemes for each accreditation body, please inquire or visit [www.bsigroup.com](http://www.bsigroup.com))

### 3.6. Witnessed Audits

Accreditation bodies have the right to conduct witness audits, where applicable.

BSI will inform you prior to a visit should the audit be selected by an accreditation body for witness purposes. Refusal to accept a witnessed audit will lead to the withdrawal of the accreditation for your certificate.

### 3.7. Observed Visits

Certain scheme rules and accreditation requirements require that BSI will occasionally be accompanied by other party observers to witness an audit. We will inform you in advance of the visit taking place whenever other parties advise BSI that they will be in attendance. Observed visits cannot be used as justification for cancelling or rescheduling planned audits by BSI.



## 4. Comparison of Costs

As you look at the costs of certification from all sources, please be aware that there are many pricing options. BSI can offer you two pricing options:

- an all-inclusive day rate. Many organizations prefer this as it lets them know well in advance the exact cost of certification services. There are expenses for travel, rental cars, meals and lodging included in this plan. This rate covers the auditors travel/lodging expenses to and from the central headquarters; however, if our auditors travel across multiple sites, those costs are in addition to the all-inclusive day rate. If travel time is required of the auditor, it will be chargeable at the contracted assessment rate
- a day rate plus expenses. This will help you compare costs with other quotes you may receive. All expenses incurred, which can include mileage, hotel, meals, airfare or other transportation, car rental, will be charged at cost. Time that the auditor is required to spend traveling will be a separate charge and will be charged at the contracted assessment rate.

We will be happy to provide a quote using either of the options shown above, but feel that the **all-inclusive rate** is a much better value option for you in the long term.

## 5. Payment

### 5.1 Annual Budgetary Information

Pricing notification for PO purposes or for Budgetary Requirements will be provided via a pricing information notice and can be requested from your Account Manager, Billing or Customer Care.

### 5.2 Periodic Price Increases

BSI reserves the right to change its fees at any time and will give you prior written notice of any such change(s).

If we notify you of an increase in our fees and you decline to consent to the increase, you are entitled to terminate the Contract in accordance with the termination provisions of

the Contract. If you terminate the Contract, you will be liable for all fees and expenses you incur up to the effective date of termination which shall be the date on which BSI receives your notice to terminate. If you do not notify BSI of your intention to terminate the Contract you will be deemed to have accepted the fee increase, which shall take effect 30 days from the date of BSI's notice to you.

### 5.3 Invoicing

Unless otherwise agreed upon in the contract for service, invoices will be sent by BSI's local country in local currency.

### 5.4 Timelines

Please note the following payment timelines (as applicable):

- Application fee - due at time of acceptance of proposal
- Pre-assessment - will be invoiced once the pre-assessment has been completed
- Off-site Stage 1 audit - will be invoiced once work is completed
- On-site Stage 1, Stage 2, Surveillance and Recertification Audit fees - will be invoiced once work is completed
- Annual Management Fee - will be invoiced on a pro-rated basis after certification, and in January of every year thereafter

### 5.5 Bank Details For Wire Transfer

#### USA

(Mailing Check Standard USPS) BSI Group America Inc.  
Dept CH 19307  
Palatine, IL 60055-9307

(Mailing Check via FedEx, UPS, Airborne, or DHL) BSI  
Group America Inc.  
Box 19307  
5505 N. Cumberland Ave., Suite 307  
Chicago, IL 60656-1471

BSI Group America Inc. HBC Bank  
Acct # 438000064  
ABA Routing Code #: ABA 021001088 Checks/ACH  
Routing #: 055003492  
SWIFT #: MRMDUS33

#### Canada

BSI Group Canada Inc.  
C/O TH1056  
PO Box 4283  
Toronto, ON M3C 2H4

BSI Group Canada Inc.  
HSBC Bank  
Acct #: 533189001  
Transit: 1002  
Bank ID: 016  
Swift #: HKBCCATT



## Mexico

HSBC Mexico SA Institucion De Banca Multiple Av. Paseo de la Reforma 505 Colonia Cuauhtémoc  
Delegación Cuauhtémoc  
Mexico D.F., C.P. 06500

Bank Account #: 7003062007 CLABE:  
021 180 07003062007 5 SWIFT Code:  
BIMEMXMM

## Other

For organizations with sites beyond the Americas, local payment options will be provided on request.

## 6. Transferring Certification (If applicable)

BSI follows the International Accreditation Forum (IAF) Mandatory Document on transferring certifications when accepting transfers of certification from another accredited registrar.

The following documents must be supplied to BSI:

Completed and signed application for certification

Copy of the audit report(s) for the current or previous certification cycle

Copy of the accepted corrective action plan(s)

Copy of confirmation of acceptance of corrective actions

Copy of valid certificate (must be an accredited certificatee.g. ANAB, SCC)

Following receipt of this documentation, BSI will normally conduct a pre-transfer review site visit - this visit is separate from surveillance or other audit visits. The duration for this pre-transfer review visit has been included in your proposal. Please note that the pre-transfer review is not an audit; it is a due diligence visit to verify that there are no issues which would prevent BSI from issuing a certificate based on the recommendation of that review. Some industry sectors, such as aerospace, require a transfer audit instead of a pre-transfer review. A possible outcome of the review could be to recommend BSI undertakes an audit prior to BSI issuing its certificate.

Once all documentation has been received, the visit conducted and all reviewed, a BSI certificate will be issued.



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Email:  
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www.bsiamerica.com

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6205B Airport Road Suite 414  
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L4V1E3 Canada  
Tel: 1 800 862 6752  
Fax: 14166209911  
inquiry.canada@bsigroup.com  
www.bsigroup.ca  
www.bsigroup.ca/fr

## 7. Additional contact information:

**Customer inquiries** - please call 800-862-4977 and ask for customer care or email inquiry.msamericas@bsigroup.com. Please use this email for general inquiries, webinar information or marketing/communication opportunities.

**Invoice questions** - please call 800-862-4977 and ask for the invoicing department or email billing.msamericas@bsigroup.com. If you have a question on your invoice, banking details or need to update your payment arrangements, please use this contact information.

**Schedule audits** - please call 800-862-4977 and ask for the planning department or email centralplanning.msamericas@bsigroup.com. If you have questions or concerns about your auditor or audit schedule, please contact our central planning department.

**Certificate inquiries** - please call 800-862-4977 and ask for certificate department or email certificates.msamericas@bsigroup.com. Questions/concerns about your certificate, just for customers information or scheme specific inquiry, please contact the certificate department.

**Client change request** - please call 800-862-4977 and ask for customer care or email centralplanning.msamericas@bsigroup.com. If there is a change to your organizational structure, you need to include an additional site or your business activity has changed, you will need to complete a change request form. Contact our central planning department, your account or client manager for the requisite form



**EM BRANCO**