



General Conditions of Certification and Maintenance

Annex to the Technical and Financial Proposal

OSAC SAS (Organisme pour la Sécurité de l'Aviation Civile)

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IT HAS BEEN PREVIOUSLY STATED THAT:

The organization asks OSAC, which accepts it, to assess its management system, with a view to issuing, where appropriate, one or more certificates on the basis of the reference system indicated in the special conditions of the contract and the right to use the OSAC trademark.

The certification contract, which establishes the commitment of the parties, consists of the following elements:

1. the present general conditions describing the operating rules and the reciprocal obligations of the parties and also available in their current version on the website <https://osac.aero/prestations/certification-de-systemes-de-management>,
2. special conditions, supplementing these general conditions by specifying in particular the activities covered by the certification and adapting the contract to the organization's own situation and needs. They are called "Technical and financial proposal" until the joint signature by both parties.

The certification contract prevails over any other document referred to or otherwise.

IT HAS BEEN AGREED AS FOLLOWS:**Article 1 – Object of the contract**

The purpose of this document is to define:

- the conditions for performing the audit services of organizations applying for certification by OSAC,
- the terms for using the corresponding OSAC Certification trademark (F-DC-4-6),
- the communication terms (F-DC-4-6) that the organization has to comply with when it holds an OSAC certificate, during its validity period,
- maintaining the certification.

Article 2 – OSAC's obligations**2.1 Audit**

OSAC undertakes to use qualified auditors/experts and to implement appropriate means to:

- assess the organization's management system, which must comply with the current version of the standard, indicated in the specific conditions it has accepted.
- carry out, during the period of validity of the certificate issued under the conditions indicated below, the audits necessary for the maintenance and renewal, if necessary, of the certification.
- issue, if necessary and if the audit is deemed satisfactory, a certificate with the OSAC Certification trademark.

OSAC shall keep information available for the organization concerning the granting, refusal, maintaining, renewal, suspension, reinstatement, withdrawal, extension or reduction of certification.

The audit conditions shall be notified by OSAC to the organization.

The presence of observers during an audit activity and its justification shall be agreed between OSAC and the client before the start of the audit. The audit team shall ensure that observers do not unduly influence or disrupt the audit process or the audit results.

Observers may be members of the client organization, consultants, staff of an accreditation body, regulatory authorities or any other persons whose presence is justified.

2.2 Form and ownership of the certificate

On completion of the audit indicated above and provided it considers it to be satisfactory, OSAC will issue the organization with a certificate(s) attesting to its compliance with the standard, in its current version. The certificate(s) only cover(s) the sites indicated in the specific conditions.

The certificate(s) issued by OSAC and the audit report(s) drawn up by OSAC and/or its authorised representatives, whatever their form, shall be issued in a standard format, defined and subject to change without prior notice by OSAC.

OSAC reserves the right, at any time, to add or terminate the application(s) of any endorsement(s) and/or distinctive sign(s) on the certificate(s).

At the organization's written request and subject to OSAC's agreement, the certificate(s) may, where appropriate, include signs of recognition (indications of mutual recognition agreements, approvals, accreditations, logos other than OSAC's, etc.). These special requests may give rise to invoicing by OSAC after prior agreement between the parties. Any refusal by OSAC to accept such a request will not give right to any compensation and shall have no effect on the certification request.

The certification documents remain OSAC's property and cannot be unilaterally modified or altered in any way. The certificate issued by OSAC is for the duration of the certification cycle as specified in the special conditions. It is renewable for successive periods of the same duration if the audit continues to be deemed satisfactory by OSAC. No certificate is transferable.

2.3 Appeal against an OSAC decision

The organization has the right to lodge an appeal:

- in the case of disagreement with the conclusions of the audit, or with the decision taken by OSAC,
- if, for any reason whatsoever, it contests the notification of suspension, withdrawal or refusal to issue its certificate.

This appeal does not generally suspend the initial decision.

Written notification of the intention to appeal must reach OSAC within a maximum of 8 calendar days from the receipt by the organization of the notification of non-issue, suspension or withdrawal of the certificate. The appeal shall be analysed by a new decision-making authority.

Once the decision on the appeal has been taken, no counter-procedure to amend or change the decision is allowed, from either of the conflicting parties. Regardless of the decision on appeal, no proceedings may be brought against OSAC for the refund of costs or any other loss caused by the notification of suspension, withdrawal, or refusal to issue the certificate.

2.4 Complaints

Complaints from a certified organization, an organization wishing to be certified, a customer of a certified organization, COFRAC and/or ICOP, or any other interested party must be made, whenever possible, in writing for the attention of OSAC's Quality Management:

- either by post to the following address :
OSAC, Direction Qualité:
14, Boulevard des Frères Voisin
92137 Issy Les Moulineaux Cedex
- or by email to the following address : qualite@osac.aero
- or via the "unsolicited complaint" link on the website <https://osac.aero/ecoute-clients>
- or, in the case of EN 91X0 certifications, complaints can be received via feedback requests in the OASIS database.

Upon receipt of the complaint, OSAC's Quality Management:

- Acknowledges receipt,
- Collects and verifies the elements constituting the complaint,
- Classifies the complaint as :
 - ✓ admissible (if a dysfunction in OSAC's organization is established)
 - or
 - ✓ inadmissible (if no dysfunction in OSAC's organization is established).

If the complaint is admissible, OSAC's Quality Management :

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- Designates a person responsible for processing the complaint, who will carry out a cause analysis and define actions to be taken,
- Ensures that these actions are properly implemented,
- Verifies the effectiveness of these actions,
- Informs the complainant of the progress and outcome of the complaint.

If the complaint is inadmissible, the complainant is informed by OSAC's Quality Department of the reason for non-admissibility.

Financial claims are not admissible when contractual conditions have been met.

In the event that complaints against the certified organization are made to OSAC, after examination of the complaint, a copy of the complaint (if the complainant authorizes us to do so) is sent to the offending certified organization, together with a letter requesting action to be taken (drawing up of an action plan, etc.), with a copy of this letter to the complainant.

If the complaint concerns certified activities, the OSAC sanctions procedure is implemented if necessary, in particular :

- in the event of no response from the certified party within 15 working days of receipt of the complaint,
- in the event of an unsatisfactory response (i.e. failure to prove that the certified party has returned to compliance) within one month of receipt of the complaint by the certified party.

It may then be decided to carry out an additional audit (called "special" in the context of Certification in the aerospace sector (EN 9100, 9110, 9120)).

The certified organization already undertakes to accept such an audit under the conditions defined in the notification it will receive. If it is unable to perform this audit, OSAC reserves the right to suspend the certification and, if necessary, to withdraw it.

Whether or not the complaint relates to certified activities, the offending certified party sends OSAC a summary of how the complaint has been handled.

This summary contains a copy of the response made to the claimant (including any non-receipt clauses, actions taken or initiated) and describes, where applicable, the processing carried out.

Certified organizations must have set up a system for handling complaints in relation to their quality management system.

These elements are systematically verified during audits.

In the case of EN 91X0 certification, or candidacy for EN 91X0 certification, OSAC's complaints handling/problem-solving process must ensure that:

- All requests for corrective action are responded to within 30 calendar days of receipt of the complain;
- All feedback (OASIS feedback) is reviewed and, where a response is required, that the response is provided within 30 calendar days of receipt of the complaint
- If OSAC decides that an audit is urgently required, this must be carried out within 90 calendar days of receipt of the complaint; and
- There is an effective corrective action process that includes containment activities, that compliance with the applicable standard is restored, that completion of root cause analysis, corrective actions addressing all root causes, and a completion date for implementation of all corrective actions are defined.

OSAC is responsible for handling all complaints.

Complaints that cannot be handled by OSAC must be submitted to COFRAC.

A summary of complaints is presented at the annual meeting of OSAC's Impartiality Preservation Committee.

This committee ensures that complaints are handled in accordance with the applicable code of ethics, without discrimination, throughout the entire process.

2.5 Rules for using the certification trademark

OSAC undertakes to inform the organization of the rules governing the use and the terms for using the OSAC trademark (F-DC-4-6) also available in their current version on the website <https://osac.aero/prestations/certification-de-systemes-de-management>.

OSAC does not authorise the certified organization to reproduce the COFRAC accreditation trademark, nor to refer to its accreditations, except in the case of a full reproduction of its certificate.

2.6 Changes to certification requirements

OSAC undertakes to inform the organization as soon as possible of any change it intends to make to its requirements for granting a certification.

Article 3 – Organization’s obligations

3.1 Obligations prior to audits

The organization undertakes to:

- provide OSAC with accurate, truthful and complete information and inform it of any fact that may affect the certification process. Specifically, the organization is required to :
 - inform OSAC of any previous certification procedures and their results,
 - inform OSAC, where appropriate, of the name of any organization(s) having provided, or which is providing, advisory or similar services (*),
- accept the presence of a silent observer when such presence is imposed on OSAC by international and/or national standards, or by administrative regulations to which OSAC is a signatory.

(*) assistance services for the design, implementation or maintaining of quality management systems, more general services for obtaining or facilitating certification, total or partial management of an organization's quality system (drafting of manuals, guides and procedures).

3.2 Obligations related to audits

Under this contract, it is the organization's responsibility to cooperate with OSAC and/or its authorised representatives by facilitating any operation to check compliance with freely accepted certification rules and to pay the amounts owed to OSAC. The organization declares that it complies with legal provisions.

For the organization, this implies in particular to:

- comply with the certification process,
- provide OSAC and/or its authorised representatives with all required working documents, and in particular those used by the organization, in sufficient time to allow OSAC to take action,
- provide OSAC with the required means of access and transport to the work sites, all the equipment required to carry out the audits as well as the personnel concerned (including a guide to facilitate the audit),
- ensure for all persons sent by OSAC, that all health and safety rules comply with the existing legislation and regulations,
- take the required steps to remove any obstacle or remove any difficulty which could hinder the proper performance of OSAC audits,
- accept that OSAC takes as a reference in the context of maintaining the certification concerned, the results of regulatory controls and/or inspections carried out by other organizations,
- where applicable, return signed the notifications sent by OSAC prior to any audit, within the deadlines specified therein. If no reply is received within these deadlines, the organization shall be deemed to have accepted the terms of the said notifications,
- where applicable, upon receipt of the audit notification, send any request to challenge the auditor(s) or expert(s) to OSAC, by registered letter with acknowledgement of receipt. OSAC shall not allow organizations to request changes/replacements of EN 91X0 auditors without strong evidence of irregularities or breaches of contract. Compliance with rules on export controls, auditor nationalities and confidentiality/conflict of interest issues shall be an exception to this requirement. OSAC shall be able to appoint and rotate auditors depending on availability.

- **Remote audits:**

When the certification scheme according to the standard chosen by the organization allows it, and subject to validation of the choice of this option, the organization authorizes OSAC to carry out remote audits.

If the organization chooses to use multitasking communication tools, it undertakes to comply strictly with the rules governing the use of the platform dedicated to this purpose. In all cases, the obligation to ensure the security of multitasking communication tools and the protection of data exchanged within the framework of remote audits is borne by the Party which implements these tools. The latter undertakes to implement measures to ensure optimum robustness of its information and telecommunication systems to protect the hosting, storage and exchange of data circulating within the framework of remote audits, against current threats such as worms, viruses, Trojan horses, spyware, without this list being exhaustive, in order to prevent any unauthorized use, and to protect exchanges against any fortuitous or illicit destruction, loss, alteration, disclosure, unauthorized access or any other illicit form of processing.

This Party is therefore responsible for ensuring that all persons working on its behalf comply with the obligation of security and confidentiality which must govern these remote exchanges, whether they are its staff or its service providers, by implementing all means likely to ensure compliance with this obligation by its employees and/or its suppliers. In the event of non-compliance with this contractual obligation, OSAC will, on the basis of additional information, redefine the conditions under which the audit is to be carried out or, if necessary, implement the terms of termination.

3.3 Obligations related to the holding of a certification

It is the organization's duty to:

- inform OSAC of any significant change(s) relating to it, in particular its identity, its workforce, its organization, its certification scope, the persons with decision-making power and their representative(s), its activity and/or its products, or the cessation of activity in the certification field. OSAC will assess the impact of these changes on the maintenance of the certificate(s). The organization shall notify OSAC within one (1) calendar month at the latest after the changes. The holder of a certificate shall, in such a case, ensure that during the transitional period and until its final implementation, it continues to meet the requirements that led to the issue of the certificate(s). It must be possible to identify and follow these different states. In case of doubt, it is the organization's responsibility to notify OSAC, in order to jointly manage the problem raised.
- authorise any surveillance audit provided for in the special conditions during the certificate's validity. The number of surveillance audits during the certificate's validity is indicated in the special conditions. The costs of such audits shall be borne by the organization.
- comply with the requirements of the standard (current version) during the validity of the certificate(s) issued by OSAC. It is its responsibility to continuously obtain the expected results from the implementation of the Management System standard and the compliance with the certification requirements.
- keep up to date and available to OSAC a statement of complaints and claims, with the files including the actions taken related to its certification.
- inform OSAC of any incident that occurs, if it reveals or causes a defect in the process and/or the product(s), if this defect is potential or demonstrated, as soon as such a defect creates or is likely to create (if it is proven) a risk for the organization and/or its personnel and/or the final consumer and more generally for any goods or persons in direct or indirect contact with the process and/or the product(s). The organization undertakes to take appropriate measures, to maintain an accurate record and to communicate it to OSAC at the latter's first request.
- accept, where appropriate, any detailed, exceptional or additional audits decided by OSAC's competent bodies. An exceptional detailed audit may be initiated when OSAC has information calling into question the granting of the certificate(s) and/or relating to non-compliance with contractual obligation(s). The costs related to this audit and an indemnity equivalent to 5 times such costs for damage to OSAC's image shall be borne by the organization if the information proves to be well-founded. If not, they shall be borne by OSAC. Refusal of a detailed, exceptional or additional audit by the organization may result in the refusal, suspension or even withdrawal of certification.

3.4 Obligations related to certification audits in the aerospace field (EN 91X0)

- **OASIS Administrator:**

The organization must identify an OASIS administrator within its structure to manage the information in the OASIS database.

The administrator's account must be operational by the end of the initial audit at the latest. During all surveillance and renewal audits, the auditor verifies that the OASIS administrator's account is current and

active. OSAC may suspend the customer's certificate during the certification cycle or delay the issue of its renewal if the customer fails to maintain an OASIS Administrator.

- **Duty to Inform:**

AQMS certified organization shall allow OSAC 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.

The organization is responsible for notifying OSAC of significant changes within the organization (e.g. changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements).

If AQMS certified organization lose its AQMS standard certification(s) (in case of suspension or withdrawal), it shall provide immediate notification to its aviation, space, and defence customers.

- **Observers:**

In addition to any observers from the Accreditation Body, the organization shall agree to host any OP Assesors, any IAQG and/or regulatory authorities and/or client representatives who may accompany OSAC audit for the purpose of oversight witness or the confirmation of the effectiveness of the OSAC audit process.

In the event of refusal by the organization, a decision to suspend or withdraw the organization's certification may be taken by OSAC.

- **Specific access:**

For the proper conduct of certification audits, the organization must give auditors access to any materials, documents and requirements for control of exports classified as confidential regarding its own customers in the aeronautics, space and defense field.

- **Access to OASIS data:**

Organization shall provide access to the Tier 2 data in the OASIS database to their aviation, space, and defence customers and authorities, upon request, unless justification can be provided (e.g. competition, confidentiality, conflict of interest).

- **Provision of audit reports:**

The organization certified to EN 91X0 series standard(s) is required to provide copies of the audit report and associated documents/records to its customers and potential customers on request, unless justification is provided (e.g. confidentiality in relation to competitors, conflict of interest). The organization may communicate this data via the OASIS database, or by providing the audit report directly to the client.

Failure of a certified organization to abide by these expectations shall be cause for withdrawal from the ICOP scheme and the OASIS database listings.

3.5 Obligation to provide information

If the certified organization is the subject of a formal notice during the certification cycle, it shall inform OSAC without delay.

The organization shall inform OSAC if the activity(ies) to be certified is (are) subject to legal or regulatory provisions, compliance with these provisions being the organization's exclusive responsibility.

The purpose of the certified organization's certificate is not to obtain from the Public Authorities a reduction in regulatory controls and/or to obtain approval under a regulatory procedure. However, if this should be the case, including in exceptional cases, the organization should inform OSAC.

In this case, if the certificate is suspended, the organization undertakes to immediately inform the Public Authorities from which it had obtained an exemption, putting OSAC on copy.

It should be noted that the certificate(s) of the ISO 9001 and/or EN 91X0 certified organization(s) is (are) not intended to obtain a reduction in the regulatory controls carried out by OSAC and/or to obtain an approval issued by OSAC within the framework of a regulatory procedure.

3.6 Communication

During the period of validity of its certificate(s), the organization undertakes to refer to OSAC's work and the issue of its certificate(s) on all its documents, irrespective of the media used, only in accordance with the principles of clarity and sincerity.

The organization undertakes not to report its certification in a way that would damage OSAC's reputation or mislead third parties as to the scope of its certification. For any other use, it must obtain OSAC's prior agreement.

The organization authorises OSAC to include its name and the information appearing on the certificate and any annexes thereto, as well as its contact details, in the list of certified organizations, in particular on the OSAC website, <https://osac.aero/prestations/certification-de-systemes-de-management>, and any other media during the validity of its certificate(s).

The organization authorizes OSAC to include its name and the information appearing on its certificate(s) and any annexes, as well as its contact details, in the list of certified organizations, on the www.iafcertsearch.org website in particular, and in any other medium during the validity of its certificate(s).

OSAC authorises the organization to use, under their unique responsibility, completely and non-modified, any audit report and certificate written by OSAC as part of the certification process.

OSAC further undertakes not to disclose, even in part, to any other person, any information of which it has become aware during the performance of the agreement, without the prior written consent of the organization.

If, by law, information must be disclosed to third parties, the organization will be notified of the information provided by OSAC within the limits prescribed by law.

However, OSAC is authorized to communicate :

- to COFRAC staff and to any person mandated by COFRAC, who are also bound by an undertaking of professional confidentiality, all the information it has on the organization to manage certification and prove compliance with accreditation rules, provided that the certification concerned is in the process of being accredited by COFRAC or is issued under accreditation. This information concerns in particular the audit report, which is the property of OSAC. When, for this purpose, OSAC needs to communicate documents belonging to the organization to COFRAC or its representatives, OSAC informs the organization in advance.
- OSAC may provide members of the APAVE Group with any information it may have on the organization, with the exception of purely technical information contained in audit reports. In particular, this information concerns the identification of the organization, the standard(s) concerned, and the scheduled expiry dates.

The provisions of the present article will remain in force at the end of the present agreement for a period of five years.

Article 4 - Financial terms and conditions

The price due to OSAC and the terms of payment are defined and specified in the special conditions of this contract.

All prices invoiced by OSAC to the organization are subject to an annual revision (on the 1st of January) within the limit of the yearly revision of the SYNTEC index. Any delay or non-communication by OSAC in applying this indexation clause does not mean it has renounced applying it.

Any travel, meals and accommodation expenses incurred in carrying out audits shall be borne by the organization, which shall reimburse them on submitting invoice(s) and supporting documents.

It is specified that the prices are in Euros excluding taxes, plus VAT at the current legal rate ~~in force~~ on the date of the service.

If, for any reason whatsoever, the certification procedure is stopped, the amounts corresponding to work carried out or begun by OSAC shall be payable or remain acquired by OSAC.

Additional costs may be charged for operations not included in the Offer and which require additional work due to identified non-compliances. This will include, without limitation, costs resulting from the following:

- (a) repetition of part or the entire audit program;
- (b) overtime work due to suspension, withdrawal and/or restoration of a Certificate;
- (c) additional audit,
- (d) re-audit due to changes in systems management, products, processes or services; or
- (e) any quotation fees related to the work performed by OSAC.

After submission of the report to the Client, OSAC shall issue an invoice to the Client. Invoices for extra and additional work will be issued after completion of the corresponding assignment. Unless an advance payment is agreed upon, all invoices shall be paid within thirty (30) days of the invoice date (the "Due Date"), failing which interest shall be due at three times the legal interest rate from the Due Date to the actual date of payment, as well as a fixed indemnity for recovery costs of 40 Euros regardless of whether the Client's system is successfully certified or not.

The Client has no right to withhold or defer payment of any amounts because of any alleged dispute, counterclaim or compensation claimed against OSAC.

OSAC may choose to take legal action in any court of competent jurisdiction for the recovery of amounts owed to it.

The costs of recovery, including attorney's fees and all incidental expenses, shall be borne by the Client.

In the event of non-performance of OSAC's services by the organization, except in the case of "force majeure*" duly justified as understood by French case law, compensation shall be due to OSAC and calculated according to the following terms and conditions:

- If an audit is postponed or cancelled unilaterally by the organization less than seven (7) calendar days before the date scheduled and accepted for the start of the audit: the organization must pay one hundred percent (100%) of the price that would have been charged if the audit had been carried out.
- If an audit is unilaterally postponed or cancelled by the organization between seven (7) and fourteen (14) calendar days prior to the scheduled and accepted audit start date, the organization shall pay sixty percent (60%) of the price that would have been charged if the audit had been carried out.
- If an audit is unilaterally postponed or cancelled by the organization between fifteen (15) and thirty (30) calendar days prior to the scheduled and accepted audit start date, the organization shall pay forty percent (40%) of the price that would have been charged if the audit had been carried out.
- If an audit is postponed or cancelled unilaterally by the organization more than thirty (30) days prior to the scheduled and accepted audit start date: no cancellation fee will be applied.

The price that would have been charged if the audit had been carried out includes audit time and all related costs already engaged by OSAC at the time of the postponement/cancellation, such as airfare, hotel costs, etc. The price will be based on the cost of the audit.

* See Article 12 below.

Article 5 - Contract Duration - Renewal

This contract shall come into effect on the date the financial and technical proposal for renewal is signed by the organization and shall terminate when the validity of the certificate(s) issued under this contract ends.

This contract may be terminated by giving six (6) months' notice before it expires by sending a registered letter with acknowledgement of receipt.

Acceptance by the organization of the proposal for financial and technical renewal of certification sent by OSAC shall constitute tacit renewal. In this case, the organization shall authorise the renewal audit approximately three (3) months prior to the expiry date of the certificate.

Article 6 - Reduction of scope / Suspension / Withdrawal of certification

A decision to reduce the certification scope may be taken with respect to the organization when it has failed to meet the certification requirements for certain elements within the certification scope and perimeter.

OSAC may decide to suspend or withdraw the organization's certificate(s) in the following cases:

- at its request, for example in the event of reorganization temporarily preventing continued compliance with certification requirements,
- at OSAC's initiative, due to deviation(s) observed from the required criteria defined in the standard, or in the event of failure to carry out the surveillance audits within the deadlines, and/or audits calling the certification into question, or in the event of non-compliance with the rules governing certification publication, or in the event of non-compliance with the rules governing the use of the OSAC Certification trademark, or due to a lack of respect for professional ethics, or when the organization refuses the presence of the observer(s) mandated for the assessment of the auditor(s) in an audit situation, or non-payment by the organization of invoices issued by OSAC.

This suspension is for a maximum of six (6) months if requested by the organization. In the case of OSAC requesting suspension, it is decided for a defined period of time and may be renewed, but in any case, may not exceed six (6) months. Beyond this period, it is converted into a reduction in the scope of the certification or into a withdrawal and requires a complete certification process as soon as compliance is restored. It can be lifted before the deadline and at the request of the organization, once the latter has justified that the reason for suspension has become irrelevant. These deadlines include the completion of the action enabling the suspension to be lifted and certification to be restored.

Upon receipt of notification of suspension or reduction of scope or withdrawal of its certificate(s) by OSAC, the organization undertakes to no longer use documents referring to the certification in question and to no longer prepare or create technical or commercial documents in which its certification is mentioned or referred to, nor to communicate in any way whatsoever to that effect. Once the reinstatement of certification has been pronounced by OSAC, the organization will be able to refer again to its certification in accordance with the communication guide of the OSAC Certification trademark (F-DC-4-6). In case of reduction of the scope of the certification, the organization commits itself not to use any more documents referring to that certification and to modify any technical and commercial documents related to the certification.

In case of urgency or because of the seriousness of the observed facts, OSAC can, without prior formal notice, pronounce the suspension or withdrawal of the certification.

Any suspension or withdrawal can be the subject of a communication to this effect by OSAC, in particular on its website, <https://osac.aero/prestations/certification-de-systemes-de-management>. OSAC reserves the right to specify whether the suspension or withdrawal in question has occurred at OSAC's initiative or at the organization's initiative.

OSAC will update the OASIS database as soon as the organization's EN 91X0 serie standard certificate(s) is (are) suspended or withdrawn, and will do so within 14 calendar days to reflect any changes in the status of the organization's certification.

Once the suspension ends, and depending on how long it lasts, OSAC may immediately carry out another complete audit of the organization concerning the required criteria defined in the standard. Depending on the outcome of the audit, the Certification Committee will take the decision to reinstate or withdraw the certificate(s).

Suspension of the certificate(s) does not lead to an extension of its validity.

A decision to withdraw the certificate without prior suspension may be made regarding the organization, for the following reasons:

- non-payment of an invoice after multiple reminders,
- voluntary withdrawal of the certificate by the organization,
- suspension not lifted at the end of the 6 months,
- if the organization goes into receivership,
- when the organization and/or OSAC ends the certification contract,
- significant deviations in the use of the trademark,

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- if the organization refuses the presence of the observer(s) mandated to assess the auditor(s) in the audit situation.

Article 7 – Termination

If one of the parties fails to fulfil its obligations, it may be called upon by the other party to perform its obligations within one (1) month of receipt of a formal notice letter.

If the formal notice remains without effect, its author will have the right to terminate the present contract at any time by registered letter with acknowledgement of receipt (or by equivalent means for international communication), subject to giving two (2) months' notice.

It is, in particular, already agreed between the parties that OSAC shall have the right to terminate this contract without notice or compensation, specifically in the following cases:

- if the organization does not obtain its certificate after the audits performed by OSAC,
- when the certificate(s) is (are) withdrawn or not renewed,
- if the organization is directly or indirectly involved in events likely to directly or indirectly affect OSAC's interests,
- when a decision of suspension is pronounced against the defaulting organization, and if the latter has not taken the measures required to lift the suspension,
- if OSAC ceases the certification activity involving the certified organization, and if the entry into force of a national or international standard or a European directive affects the purpose of this contract.

Termination of the contract shall result in the withdrawal of the certificate(s).

Termination by the organization, not motivated by a failure to fulfil OSAC's obligations, and at any time whatsoever, results in renouncing the amounts already paid by the organization as well as an indemnity corresponding to 20% of the fees remaining to be invoiced until the end of the contract.

Article 8 – End of certification validity

When the certificate(s) is (are) no longer valid, due to expiry or discontinuation of certification (see article 17.7), non-renewal, withdrawal or termination of this contract, for any reason whatsoever, the organization undertakes to:

- return the certificate(s) to OSAC within one (1) month of notification of the end of its (their) validity,
- no longer prepare or create, and this as soon as the notification is received, commercial and/or technical documents in which it mentions or refers to its certification by OSAC, nor communicate in any way whatsoever in this sense and whatever the media,
- remove, upon receipt of the notification, any reference to the certificate(s) and/or remove the OSAC Certification trademark, documents and commercial advertising materials and on the other hand no longer actively refer to OSAC Certification.

The organization which is no longer certified shall keep at the disposal of OSAC, which may request it, an exhaustive list of the technical documents and commercial materials it had used. OSAC reserves the right to make this cessation of validity known.

Finally, the organization's name will no longer appear in the list of certified organizations on the OSAC website and/or on any other media.

Article 9 - Communication of the trademark

Any use of the OSAC Certification logo by the organization that may have obtained its ISO 9001 and/or EN 91X0 certification shall comply with the the regulations for using the trademark.

It is hereby agreed between the parties that any use of the OSAC Certification logo must comply with the principles of clarity and sincerity.

The organization may post the OSAC Certification trademark together with the relevant standard(s) on its website in compliance with the regulations for using the OSAC Certification trademark as well as the legal and contractual provisions.

However, the organization undertakes to remove the OSAC Certification trademark, without delay, at OSAC's first request, with the proviso that OSAC will formulate its request whenever it considers that the total or partial content of the certified organization's website:

- is not in conformity with its ethics,
- contravenes any formal provisions,
- is defamatory,
- is obscene,
- is offensive,
- that it violates anyone's rights,
- is likely, in any other way, to harm OSAC's interests, directly or indirectly.

Beyond the period of validity of the certificate, the organization undertakes not to use the OSAC Certification trademark under which the certificate was issued.

Article 10 - Confidentiality

The Certification Directorate of OSAC undertakes not to disclose without its written consent, even partially, to third parties (including other Directorates and Divisions of OSAC), any information which it has become aware of during the negotiation or performance of this contract, including complaints received by OSAC. If information has to be disclosed legally or contractually (e.g. with an accreditation body, in particular during assessments carried out by the latter,...), the organization is notified of the information provided by OSAC's Certifications Directorate within the limits prescribed by law or contract.

Only the name of the organization's company, its contact details as well as the standard(s) it is certified for and the scope(s) of its certification may be included in a database open to public consultation.

Data concerning the candidate or certified organization may be transmitted to OSAC's accreditation body as part of the maintenance of its accreditations.

All individuals, service providers or employees involved in the certification process are bound by a professional confidentiality agreement. The same applies to any silent observer whose presence during the audits was required by national and international standards or national and international agreements.

The provisions of this article shall remain in force notwithstanding the termination of this contract following expiration or termination for any reason whatsoever, for a period of five (5) years.

At the end of this contract or in the event of termination, each party may require the other party to destroy certain documents deemed confidential and/or to return them. The destruction or return will be done upon request.

In addition, organizations may deny auditors access to "company confidential" or classified information, and/or to locations due to sensitivity related to competition, national security rules invoked in customer contracts. OSAC shall require the organization to provide information if activities, programs, specifications and/or locations are not accessible due to their restrictive or confidential nature.

Any information considered confidential by the organization's customers and/or authorities, or the organization itself, must not be recorded in reports, unless the audited organization has given its consent.

Special case of certifications in the aerospace field (EN 9100, EN 9110, EN 9120):

Data kept by OSAC concerning certified organizations must not be communicated to their competitors. However, this data may be audited or reviewed at any time by COFRAC, the SMS (Sector Management Structure), relevant regulatory or government bodies and the COT (Certification Oversight Team) of the IAQG (International Aerospace Quality Group).

OSAC is responsible for ensuring that audit data is entered into the OASIS database.

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OSAC SAS (Organisme pour la Sécurité de l'Aviation Civile)

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The organization accepts that OSAC registers audit reports (EN 9100, EN 9110, EN 9120) into the OASIS database.

OSAC may censor or "mask" any reference to persons or information that is considered confidential, restricted or controlled on any documented information maintained, including audit reports that are entered into the OASIS database. Censoring may be necessary in order to comply with regional, national or international privacy, confidentiality, security or export control provisions or regulations. OSAC must ensure that if any required information needs to be censored, and then it must be linked to additional documentation that is retained without censoring or masking in accordance with established document retention requirements.

If an audit report contains confidential data, relating to the competitiveness of its business and/or generating a conflict of interest, the organization may ask OSAC to apply the censorship or masking provisions cited above. Such a request must be justified to OSAC in writing.

Article 11 - Terms and conditions applicable to the protection of personal data with OSAC's "RGPD" processors

Under the agreement signed with OSAC, OSAC and its co-contractor (the "Service Provider") undertake to comply with the current regulations applicable to Personal Data Processing, in particularly Act No. 78-17 of January 6, 1978, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (known as the "GDPR").

The parties acknowledge that, with respect to the Processing of Personal Data carried out under the agreement, the provider and OSAC are separate Data Processors, each Party being able to determine the purpose and means of processing the Personal Data it handles, in accordance with its data protection policy.

In accordance with the applicable Data Protection Legislation, each Party undertakes to ensure the protection and security of Personal Data that it processes, transfers, receives or becomes aware of in the course of performing the agreement.

In particular, where the Processing operations covered by the agreement are concerned, each Party undertakes to:

- Ensure that its data protection policy complies with applicable Data Protection Legislation and that Data Subjects are properly informed.
- Ensure that Processing, when required by the applicable Data Protection Legislation, is subject to the consent of the Data Subjects.
- Generally ensure the security of Personal Data processed, transferred, received or accessed in the performance of the Main agreement, by implementing appropriate technical and organizational measures to protect them against accidental or unlawful destruction, accidental loss, alteration, dissemination or unauthorized access, as well as any Breach or other form of unlawful Processing operation.
- To cooperate, where necessary, to comply with requests to exercise rights from Data Subjects whose Personal Data is processed in connection with the performance of the Main agreement.
- Notify, in writing, the other Party of any suspected security incident or Personal Data Breach, as soon as possible, and no later than forty-eight hours (48 hours) from knowledge of the event concerned.

DPO: OSAC's DPO can be contacted by the service provider, or the person concerned by the personal data at the following postal address: 14, Boulevard des Frères Voisin - 92137 Issy-les-Moulineaux Cédex, or at the following email address: dpo@apave.com

The service provider undertakes to pass on the names and contact details of its DPO or the person authorized to receive requests concerning personal data.

Description of processing:

Type of processing	Recording, provision, storage and deletion
Purpose of the processing	Performing the purpose of the contract
Category of PD processed	Last name, first name, company, address, telephone details, email address, position, signature
Categories of persons concerned	Customers

Country of DP processing	European Union
Processing duration	Contract duration + 15 years
OSAC DPO	Contact details : dpo@apave.com
Information to be provided by the Service Provider	<ul style="list-style-type: none"> • Data classification • Personal data • Name of DPO • Contact details of DPO
Guarantees to be provided by OSAC	<ul style="list-style-type: none"> • Data protection policy • Information System Security Policy • IT Charter

Article 12 - Force majeure

Neither party shall be considered to be in breach of its obligations in the event of non-performance of all or part of its obligations, if such breach is due to a case of force majeure.

“Force majeure” means, in the absence of any fault by the parties, any external, unforeseeable, and irresistible event as defined in Article 1148 of the French Civil Code and the French Courts' jurisprudence, such as: total or partial strikes, states of emergency, natural disasters, transport shutdowns, fires, outage of telecommunications including the Internet, power grid interruption, political events, hospitalisation, physical accidents, death,...

In such events, neither party will be able to claim compensation, interest or any other indemnity for any damages that may be suffered.

To be enforceable against the other party, the party invoking any case of force majeure must notify the other party no later than two (2) days after its occurrence. Such notification shall indicate the exact start date and the probable end date of the event constituting a case of force majeure and shall be followed by a registered letter being sent (or equivalent means for international cases) to the other party confirming these dates.

The present contract will be suspended for the duration of the force majeure.

If the event(s) constituting a case of force majeure lasts more than two (2) months, the party towards which it has been referred to may, failing a better agreement between the parties, terminate this contract, by registered letter with acknowledgement of receipt (or equivalent means for international cases), without compensation, and without further notice.

Article 13 - Impartiality

OSAC reserves the right to refuse the provision of a certification service if its impartiality may be compromised.

OSAC cannot :

- offer or provide advisory services for management systems,
- perform internal audits of organizations certified by OSAC,
- certify a management system for which OSAC has performed internal audits, for a period of 2 years following the end of the service,
- issue certification for an organization that has received management system advisory and internal audit services for the same management system, if the relationship between OSAC and that organization constitutes a threat to impartiality.

Article 14 - Liability and insurance

Throughout the duration of the present contract, the organization shall be entirely liable for any consequences resulting from its faults, errors or omissions, and for corporal, material or immaterial damages caused to third parties.

The organization shall take out, at its own expense and with a reputable solvent insurance company, the necessary insurance to cover all liabilities it may incur under this contract and undertakes to maintain this insurance in force throughout the duration of this contract.

OSAC takes the greatest care to comply with the best practices of its profession in providing its services, for which it undertakes to supply the required resources.

Its liability can only be engaged in the event of theft, gross negligence or breach of an essential obligation, which the organization must prove.

In this eventuality, OSAC's obligation towards the organization for damages, losses, costs, disbursements and other prejudice suffered for which its professional liability would be engaged, may not, whatever the circumstances, nature and significance of the prejudices suffered, in any case exceed an amount of three thousand (3,000) Euros excluding tax.

If a third party files a complaint with OSAC or against OSAC relating to one of its certificates, the certified organization undertakes to give OSAC access to all information enabling the dispute to be investigated.

When OSAC assigns a certificate to the organization, the latter shall make use of it and give it the importance it carries, but may not give it any other value than what it represents, i.e. an evaluation and not a guarantee.

The organization therefore undertakes, in the event of a dispute from a third party, not to seek OSAC's opinion on the expected interpretation of the certificate's value.

The attribution of the certificate does not, in itself, constitute notification of compliance with the requirements of a regulation and/or national and/or international legislation.

More generally, and unless OSAC expressly states otherwise, OSAC's audit is not intended to verify the organization's compliance with the regulatory requirements applicable to it, nor does it have the means to do so.

As a consequence, the organization cannot claim that it or its services are in compliance with national and/or international regulations and/or legislation simply because it has a certificate.

Article 15 - Law and Awarding of Jurisdiction

The parties hereby agree that this contract is subject to French law.

In the event of a shortcoming herein and if they do not find a solution to the difficulties of interpretation that they may encounter during the performance of this contract, the parties agree that only French law shall apply in representing their intent.

If any provision of this contract is excluded by a public policy rule applicable to it in any State whatsoever, the validity of the other provisions shall not be affected either for that State or for the other States.

The parties shall endeavour to settle amicably all disputes that may arise in the interpretation or performance of the present agreement and agree to meet or contact each other, as the case may be, within one month of receiving a registered letter with acknowledgement of receipt from either party setting out the reasons for the dispute.

If after a period of three (3) months from the date of receiving the registered letter with acknowledgement of receipt, the parties are unable to reach an agreement, they agree to bring their dispute before the courts having jurisdiction over OSAC's domiciliation.

Article 16 - Official address

The official address of each party is the one indicated in the offer of certification.

Any modification of the official address or company name of one of the parties shall, in order to be opposable have been notified to the other party with a two (2) months prior notice by registered letter with acknowledgement of receipt.

Article 17 - Certification Process

17.1 Certification Offer

A questionnaire (F-DC-1-1) is sent to the organization to define the organizational structure of the company to be certified. This questionnaire can be filled in by the organization or by the OSAC sales representative during an interview.

The organization communicates to OSAC all the information enabling a precise vision of it and the products or services carried out:

- Organizational chart(s)
- Commercial brochure(s)
- Website address

From these elements, the sales representative:

- verifies that the organization is not subject to a conflict of interest with OSAC that could prevent certification by OSAC.
- establishes an offer adapted to the size, structure and complexity of the organization.

Once the complete certification offer is returned by the organization with the signed documentation, along with any payment that may be due, the planning process can begin.

Following each audit, depending on the auditors' feedback and the audit conclusions, audit durations may be modified accordingly.

Once certification has been granted, the organization can reduce or extend its certification to other sites, products or processes if it wishes. The organization must complete a new questionnaire to identify the scope of reduction or extension. An amendment to the contract is then established.

17.2 Audit scheduling

An audit team is assigned by OSAC. It shall be composed of at least one auditor qualified in the organization's technical or activity field.

Depending on the size and complexity of the company to be audited, the audit team can be composed of one or more members (auditors/technical experts).

The administrative department contacts the organization to agree on the date of the audit and then informs them of the composition of the audit team.

The organization can reject all or part of the team within 8 working days of this communication. After this date, the proposed audit team will be considered as accepted by the organization. Any objection must be substantiated by the organization in order to be admissible. This does not apply to trainee auditors (auditor-in-training) and observers who come to assess auditors in an audit situation.

17.3 Conducting the initial audit

First audit phase ("Stage 1")

This first audit phase takes place during the initial audit. It enables the lead auditor to ensure that the management system is at a sufficient level to be audited for certification.

The following are reviewed during this phase:

- the scope and possible exclusions
- the existence of a policy, objectives and indicators monitored
- the practice of internal audits

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- conducting management reviews
- the existence of document management rules

The first phase of the audit takes place on site or, off site for ISO 9001 and EN 9120 depending on the cases presented, or remotely for EN 91X0 audits.

For EN 91X0 audits, Stages 1 and 2 shall not be carried out on the same day or on consecutive days.

In case of serious breaches of the requirements (critical audit findings), the auditor may request a postponement of the certification audit (second stage below) which cannot take place until these points are resolved.

In the event that the breaches of the audit are not resolved within 6 months of the last day of the "Stage 1" audit, a new "Stage 1" audit will have to be performed.

Second audit phase ("Stage 2")

This second phase of audit must allow assessment of the compliance of the certifiable system(s) with respect to all its requirements and those of the reference framework (current version) of certification.

An audit plan is sent by the lead auditor at the latest 7 calendar days before the audit. It specifies the subjects to be audited, the interlocutors and the time slots.

The audit includes :

- An opening meeting (mutual presentation of the participants), reminder of the objectives of the audit, the scope, the geographical perimeter, the presentation of the methodology, and the last validation of the audit plan.
- The audit itself is based on interviews with the actors of the system, visual observations and consultation of documents and records.
- A closing meeting during which the lead auditor presents his conclusions and any non-compliance found during the audit.

Audit report

The report and non-compliances, if any, are written by the lead auditor. He shall forward them to the organization within 14 calendar days.

17.4 Response to Non-Compliances

Major non-compliance

A major non-compliance is a one that affects the management system's ability to achieve the desired results and therefore significantly reduces confidence in the compliance of the management system.

When there is a major non-compliance:

- The organization shall provide the lead auditor within 30 calendar days (after the last day of the audit) with the action plan (identification of causes, immediate corrections if necessary and corrective actions) to resolve the major non-compliance(s). This deadline may be shortened for a renewal audit performed late (less than 3 months before the expiry of the certificate).
- An additional audit to close the major non-compliance(s), or to downgrade the major non-compliance(s) to minor non-compliance(s) must be conducted by the lead auditor within 90 days (from the last day of the audit).

Additional requirement for a major non-compliance detected during an initial audit: if OSAC is unable to verify the implementation of corrections and corrective actions for any major non-compliance within 6 months from the last day of the Stage 2 audit, then OSAC must repeat a full Stage 2 audit.

Additional requirement for a major non-compliance detected during a renewal audit: the organization must implement the corrections and corrective actions before the expiry date of the certification. Verification of these actions by OSAC must take place before the certification expires.

- Special case of multi-site audits: if one of the sites presents a major non-compliance, certification is refused to the whole network pending a satisfactory corrective action. It is not accepted that in order to resolve the major non-compliance, the site concerned can be excluded from the certification scope.

Minor non-compliances

A minor non-compliance is one that does not affect the management system's ability to achieve the desired results and therefore does not significantly reduce confidence in the the management system's compliance.

The organization shall provide the lead auditor with the action plan (identification of causes, immediate corrections if necessary and corrective actions) to resolve the minor non-compliance(s) within 30 calendar days (after the last day of the audit).

These will be reviewed at the next audit to close them. If a minor non-compliance has not been the subject of corrective action, it becomes a major non-compliance.

Particular case of non-compliances detected during audits in the aerospace field (EN 9100, EN 9110, EN 9120):

- Non-compliance not requiring immediate containment action:

The organization shall provide the lead auditor the completed 'Non-compliance Form 4' in the OASIS database (identification of root cause, corrective action and completion date(s) of planned corrective action) within 20 calendar days (after the last day of the audit).

- Non-compliance requiring immediate containment action :

The organization shall provide to the lead auditor within 7 calendar days (after the last day of audit) in the OASIS database the immediate actions taken to contain the non-compliant situation and conditions and control all identified non-compliant products. Immediate containment and corrective actions can be verified by the audit team during the audit.

- For any major and/or minor non-compliance detected during a renewal audit: the organization must implement the corrections and corrective actions before the certification expires.
- No certificate regarding EN 91X0 standards serie or a combination of EN 91X0 standards serie requiring a certification decision can be issued until all major and minor non-compliances have been contained, satisfactorily corrected with root cause analysis, and the corrective action has been implemented, reviewed, accepted and verified by OSAC. This requirement also applies to the issue of a certificate after its transfer from another Certification Body.
- OSAC shall initiate the process of suspension of the client's certification when an organization is unable to demonstrate that compliance with the applicable standard has been restored within 60 days of the issuance of a non-conformity report (NCR).

17.5 Additional Audits

The additional audit is decided :

- If one or more major non-compliances have been notified. The additional audit must be carried out within 3 months after the date of completion of the audit.
- If a large number of minor non-compliances have been identified, the lead auditor may request an additional audit to ensure that the actions have been correctly implemented and that the system remains effective. This audit is not suspensive, but must be completed before the next audit or at the next audit with the additional time required.
- If a significant increase in staff was identified during the audit resulting in non-compliance with the audit dimensioning requirements. The additional audit will be conducted within three (3) months after the audit completion date.
- If investigations are required following receipt by OSAC of a complaint against the organization.

It may take two forms:

- Additional documentary audit
- Additional audit on site

In all cases (additional documentary or on-site audit), the organization receives a notification of decision specifying the duration and the way it will be done.

In the case of an **initial audit**, certification cannot be awarded until the additional audit decided has been performed in the case of a major non-compliance or until the corrective actions planned for eventual minor non-compliances have been validated by the lead auditor.

17.6 Certification Decision

The lead auditor shall send the audit report with its conclusions and recommendations to OSAC. OSAC shall decide on the issue, refusal, maintenance, suspension, withdrawal of certification, and extension or reduction of the organization's certification scope.

In case of certification, a certificate of compliance with the reference standard is issued for a period of 3 years following an initial or renewal audit and remains valid subject to satisfactory surveillance audits.

Modifications of the certificate can take place (extension / reduction of the scope of certification (site, product, process)) during the period of validity of the certificate.

In such cases :

- the validity end date of the certificate initially communicated remains unchanged,
- the organization must return the previous certificate to OSAC.

17.7 Surveillance and renewal audits

Surveillance audits

The frequency of surveillance audits is yearly or half-yearly

In all cases :

- surveillance audits must be performed at least once every calendar year,
- the first surveillance audit following an initial certification **must be performed within a maximum of 12 months from the date of the beginning of the certificate's validity (corresponding to the date of the certification decision).**

Each surveillance audit to the applicable management system standard shall include the following elements:

- internal audits and management review,
- review of the actions taken with regard to the non-compliances identified during the previous audit,
- the treatment of complaints,
- the effectiveness of the management system in relation to the achievement of the certified client's objectives and the expected results of the relevant management system(s),
- the status of planned activities for continuous improvement,
- continuous operational control,
- review of any changes made,
- the use of the trademarks and/or any other reference to certification.

Renewal audit

Ideally no later than 3 months prior to the end of the current certificate's validity, the renewal audit should start no matter what happens before the end of the current certificate's validity. A renewal audit is necessary for the issue of a new certificate.

The audit for renewal of certification takes place on site, and covers the following items:

- the effectiveness of the management system as a whole, in the light of internal and external changes, and its continued relevance and applicability to the certification scope,
- proof of commitment to maintaining the effectiveness and improvement of the management system in order to increase overall performance,
- the effectiveness of the management system in relation to the achievement of the certified client's objectives and the expected results of the relevant management system(s).

A Stage 1 audit is not normally planned during the renewal audit. However, if significant changes are made to the management system (extension of the scope or geographical perimeter, etc.), OSAC may decide to perform a Stage 1 audit prior to the renewal audit.

For any major non-conformities, OSAC has set deadlines for the implementation of corrections and corrective actions (cf. article 16.4). The renewal decision must be taken before the expiry date of the certification.

Following expiration of certification, OSAC can restore certification within 6 months provided that the outstanding recertification activities are completed (= if the decision to renew is taken within 6 months after the end of the expiry date of the certification):

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- the effective date on the certificate shall be on or after the recertification decision, reflecting the break in certification impacting the previous certificate;
- the expiry date shall be based on prior certification cycle. Consequently, the validity period of the certificate is less than three (3) years.

If OSAC is unable to renew within six (6) months of the expiry date of the certification, then at least a stage 2 shall be conducted.

Reasons not allowing OSAC to decide to renew before expiry date of the certification may include, for example:

- late renewal audit (less than three (3) months prior to the certificate's expiry),
- the organization has not fully implemented corrections and corrective actions for major non-compliances before the certificate's expiry,
- OSAC was unable to verify corrections and corrective actions for major non-compliances before the certificate expired.

Therefore, in order to guarantee the continuity of the certification, the renewal audit should ideally be performed a minimum of three (3) months before the certificate's expiry date.

Transfer in the aerospace field (EN 9100, EN 9110, and EN 9120):

OSAC must conduct a special on-site or remote audit to ensure OSAC can take the responsibility for transferring the certificate in addition to the transfer review performed previously.

No new certificate shall be issued until all minor and major non-compliances have been satisfactorily contained and corrected, root cause analysis has been completed and corrective actions have been implemented, reviewed, accepted and verified by OSAC. If the closure of non-compliances requires more than 90 days, transfer of the existing certificate is not permitted.

Article 18 - Miscellaneous provisions

- The titles of the articles in this contract are purely indicative and under no circumstances influence their meaning or interpretation.
- The fact that one of the parties does not avail itself or delays in availing itself of the application of a clause of this contract shall not be interpreted as a waiver of the said clause or as a modification of this contract.
- In the event that any clause of this contract is declared null or inapplicable by a French court, the validity of the said contract will not be called into question in its entirety unless it is thereby rendered meaningless.
- In the event that a clause of the present contract is declared null and void, the parties will meet to replace the voided clause as soon as possible by a stipulation that fulfils as far as possible the contract's legal and financial purposes while maintaining its balance. Failing agreement, the parties agree to the application of the French supplementary provisions.
- The present agreement can only be modified by an amendment signed by the parties. Subsequent amendments shall form an integral part of this agreement and shall be subject to all the provisions governing it and which are changed by the said amendment.
- In the event of a remote audit under this contract, acceptance of the contract implies acceptance of the remote audit as defined in article 3.2.

CERTIFICATION PROCESS

Steps	Objectives	Benefits
Certification Application by the Organization		
<p>Identification and validation of customer requirements</p> <p>Contract proposal</p>	<ul style="list-style-type: none"> - To know your organization (activities, processes, location, staff,...) and identify your risks. - To know the targeted frames of references - Determine the skills required to audit your activities - Determining the admissibility of the application - Specify the modalities of our intervention (duration, cost,...) taking into account the particularities of your organization. - Submit a contractual proposal 	<ul style="list-style-type: none"> - Anticipate your need for certification
Client's Agreement		
<p>Pre-audit (Optional)</p>	<ul style="list-style-type: none"> - Evaluate, at your convenience, certain aspects of your management system prior to the certification audit. 	<ul style="list-style-type: none"> - Measuring the state of maturity of your system - Preparation for the certification audit
<p>Stage 1</p> <p>Audit of management system definition</p>	<ul style="list-style-type: none"> - Evaluate the management system of your organization, in its definition (identification of the of your organization's strategic axes, risks, general objectives and their deployment at the level of processes, activities and functions,...). - Evaluate your management system documentation against the chosen standard - Visit your facilities in order to prepare with you the appropriate plan for the on-site audit (Stage 2) and to adapt the audit team to the identified risks. 	<ul style="list-style-type: none"> - Confidentiality: your documents do not leave your establishment - Communication: you can discuss with an OSAC auditor - Effectiveness: Confirms the pertinence of maintaining stage 2 at the dates and durations scheduled.

Stage 2
Management system application audit and recommendations

Certification

- Analyse the corrective actions implemented following Stage 1.
- Evaluate the effective and exhaustive implementation of the management system (in accordance with the requirements of the standard, the customers and the regulations).
- Recommend (or not) certification at the closing meeting of the audit.
- In the event of an unfavorable evaluation, define jointly the date of the additional audit to verify the effectiveness of the corrective actions.
- Technical check of the file in order to decide on the admissibility of the recommendation
- Issue a certificate specifying the perimeter of your certification: scope, standard, validity,...
- Effectiveness: identification of opportunities for improvement and dysfunctions in the implementation of the management system.
- Communication: Immediate information, before the auditor's departure, on whether or not your organization is recommended for certification.
- Communication: certificate benefiting from OSAC's reputation

Surveillance Audits

- Periodically evaluate the conformity of your management system through the developments made or undergone.
- By focusing on current issues and the main risks of your organization, secure your management system and identify opportunities to improve and simplify your system.
- Monitor the continuous improvement of your management system
- Safety: regular "Health diagnosis" of your management system and control of the drifts of your management system.
- Communication: Encouraging continuous improvement of your system
- Effectiveness: Focus on your risks and your news

Renewal Audit

- Reassessing the entire management system
- Effectiveness: Audit duration can be adjusted according to the degree of confidence OSAC gives to your system on the basis of audits already carried out.