



SF 05 SPECIFIČNI POGOJI ZA STORITVE CERTIFICIRANJA PO STANDARDU IATF 16949

1. SPLOŠNO

1.1 Ti specifični pogoji za storitve certificiranja (»**Specifični pogoji**«) se uporabljajo v skladu s splošnimi pogoji za storitve certificiranja BV.

1.2 Ti specifični pogoji se uporabljajo za standard IATF 16949. Standard je definiran v "Rules for achieving International Automotive Task Force ("IATF") recognition" ("pravila IATF") v vsakokrat veljavni obliki tekom certifikacijskega procesa opisanega v teh pogojih. **Bureau Veritas, d.o.o.** (»BV«) si pridržuje pravico, da kadar koli spremeni te specifične pogoje glede na spremembe v pravilih IATF, o čemer bo tudi obvestil naročnika.

1.3 BV nudi storitve presoj in certificiranja (v nadaljevanju **storitve**) v skladu z ustrezno priznanimi specifikacijami (v nadaljevanju **specifikacije**) kateri koli osebi, podjetju, družbi, združenju, skladu, državnemu agenciji ali državnemu organu, ki zaprosi za te storitve (v nadaljevanju **naročnik**).

1.4 Da pridobi in ohrani certifikat, mora stranka (naročnik) svoj sistem vodenja razviti in vzdrževati v skladu s temi specifikacijami in omogočiti BV nemoten dostop za izvajanje presoj oziroma drugega ocenjevanja sistemov, proizvodov ali storitev glede na ustrezno specifikacijo.

1.5 Certifikati, ki jih podeljuje BV, zajemajo samo tiste dobavljene ali izdelane proizvode ali storitve, ki jih naročnik obvladuje v okviru področja sistema vodenja, ki je certificiran s strani BV. Naročnik je in ostane izključno odgovoren za vsako napako na svojih proizvodih in bo BV zaščitil, mu povrnil vso škodo in ga odvezal vsakršne odgovornosti za kakršno napako, zahtevo, zahtevke ali odgovornost, ki bi izvirala iz tega naslova.

1.6 Izdan certifikat naročnika ne odvezuje od njegovih zakonskih obveznosti glede proizvodov in storitev, ki spadajo v področje sistema vodenja.

1.7 Naročnikovi svetovalci ne smejo biti fizično prisotni na lokacijah v času presoje ali na kakršenkoli drug način sodelovati pri presoji.

1.8 V skladu s pravili IATF BV hrani kopije dokumentacije potnih stroškov presojevalcev (potni stroški, nastanitev in morebitni drugi računi). Kadar naročnik neposredno plača katere od teh stroškov, lahko presojevalec ali BV prosí naročnika, da predloži kopije računov ali drugih dokazil. Tega naročnik ne sme zavrniti in mora zahtevano posredovati v roku dveh (2) tednov od podane zahteve.

1.9 Če naročnik obvesti BV o prenosu certifikata na nov IATF priznan certifikacijski organ, se ta sporazum podaljša, dokler vse aktivnosti povezane s prenosom na nov IATF priznan certifikacijski organ niso dokončane v skladu s pravili IATF.

1.10 Datum začetka in konca presoje mora biti potrjen med BV in naročnikom najmanj tri (3) mesece pred naslednjo redno načrtovano presojjo.

1.11 BV bo stranki izdal račun za vse s presojjo povezane stroške, vključno s potnimi stroški, stroški namestitvev za presojevalca (vključno, a ne omejeno na stroške letalskih in drugih kart za potovanje, stroške obrokov, hotelov ...). Stroški vezani na presojjo morajo biti presojevalcem povrnjeni s strani BV in ne neposredno s strani stranke. Opomba: običajni obroki, ki jih zagotovi stranka med izvedbo presoje so dovoljeni in jih ni potrebno zaračunati.

2. POVPRŠEVANJE PO STORITVI CERTIFICIRANJA

Vloga SF01, ki jo BV pošlje v izpolnitev naročniku, mora naročnik v celoti izpolniti in poslati nazaj z vso podporno dokumentacijo v zahtevanem času.

2.1 Ko bo BV prejel te informacije, bo naročniku izdal ponudbo.

2.2 BV ponudba je izdana na podlagi informacij, ki jih posreduje naročnik in je prilagojena veljavni verziji pravil IATF. Če se naknadno ugotovi, da kakšna informacija posredovana s strani naročnika ni bila točna ali se je naknadno spremenila, si BV pridržuje pravico do spremembe in popravka ponudbe in/ali pogodbe z namenom, da zagotovi, da je le-ta v skladu z zgoraj omenjenimi pravili.

SF 05 SPECIFIC CONDITIONS OF CERTIFICATION SERVICES IATF 16949 STANDARD

1. GENERAL

1.1 These specific terms and conditions of service (the "**Specific Conditions**") are governed by the General Conditions for Certification Services of BV.

1.2 These Specific Conditions apply to IATF 16949 standards. The standard is defined in the "Rules for achieving International Automotive Task Force ("IATF") recognition" (the "**IATF Rules**") in force at the time of the Agreement and during the certification process described hereunder. **Bureau Veritas, d.o.o.** ("**BV**") reserves the right to amend these Specific Conditions at any time further to any change in the IATF Rules and will inform the Client of such change.

1.3 BV offers certification services ("**Services**") covering audit and certification against an appropriate recognised specification ("**Specifications**") to any person, firm, company, association, trust or government agency or authority that applies for such Services ("**Client**").

1.4 To achieve and preserve certification, BV's Clients are required to develop and maintain their management systems in accordance with said Specifications, providing BV with unconditional access to BV to audit or otherwise verify these management systems against the Specifications.

1.5 The certification awarded by BV covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by BV. Clients remain solely liable for any defect in their products and shall defend, indemnify and hold BV harmless from any and all defects, claims or liability arising from said products.

1.6 The issued certification does not exempt Clients from their legal obligations in respect of the services or products in the scope of their management systems.

1.7 Consultants of the Client cannot be physically present at the client's site during the audit or participate in the audit in any way.

1.8 Pursuant to the IATF Rules, BV shall keep copies of the travelling expenses of the auditors (travel, accommodation or catering invoices). When the Client pays directly some of these costs, the Client may be requested by the auditor or by BV to supply a copy of the evidences (receipts, invoices...). In such case, the Client cannot refuse and shall comply within two (2) weeks of the request.

1.9 If the Client notifies its transfer to a new IATF-recognized certification body and notifies BV, this Agreement can be extended until all transfer activities to the new IATF-recognized certification body are completed, pursuant to the IATF Rules.

1.10 Audit start and end date shall be confirmed between BV and the Client at least three (3) months in advance of the next regularly scheduled audit.

1.11 The client will be invoiced by BV for all related expenses including auditor travel and accommodation (including but not limited to ground and air travel, meals, hotels...). The auditors must be reimbursed for their audit related expenses through BV and not be paid directly by the client. Note: customary and typical meals provided by the client during the course of the audit are permitted and do not need to be expensed.

2. REQUESTS FOR CERTIFICATION

The SF01 Application sent by BV must be fully completed and sent back to BV with supporting documentation at the requested time.

2.1 Upon receipt of this information, BV will issue a BV Order Form to the Client.

2.2 The BV Order Form issued according to the information provided by the Client and the current version of the IATF Rules. Where any information supplied by the Client is found not to be accurate or to have changed, BV reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure the aforementioned rules are complied with.



3. POSTOPEK PRVEGA CERTIFICIRANJA

3.1 Pregled pripravljenosti (Stage 1)

3.1.1 BV bo na lokaciji naročnika izvedel pregled pripravljenosti za certifikacijsko presojo (Stage 2), vključujoč vendar ne omejeno na razumevanje zahtev, zbiranje informacij o področju certificiranja, dejavnosti in lokacije naročnika, ocena naročnikove dokumentacije sistema vodenja – upoštevajoč vse povezave z oddaljenimi podpornimi funkcijami in procesi v zunanem izvajanju, pregled razpoložljivosti sredstev za certifikacijsko presojo, planiranje certifikacijske presoje in preverjanje sistema notranjih presoj. BV se bo po opravljeni začetni presoji odločil ali je naročnik pripravljen za nadaljevanje certificiranja in izvedbo certifikacijske presoje.

3.2 Certifikacijska presoja

3.2.1 BV bo zagotovil plan presoje pred začetkom certifikacijske presoje. Uvodni sestanek certifikacijske presoje se mora pričeti v roku devetdeset (90) dni od konca začetne presoje.

3.2.2 Ekipa BV presojevalcev se z vodstvom presojane organizacije dogovori o podrobnostih postopka presoje in obravnava možne nejasnosti v zvezi z izvajanjem presoje.

3.2.3 Ekipa BV presojevalcev pripravi in vodstvu presojane organizacije predstavi poročilo o presoji, ki vključuje ugotovitve presoje ter področje certificiranja.

3.3 Spremembe ob začetni in certifikacijski presoji

3.3.1 Če ob izvedbi začetne presoje BV ugotovi, da je potrebno spremeniti obseg certifikacijske presoje (npr. sprememba področja certificiranja, obsega certificiranja oziroma števila presojevalskih dni, presojevalske ekipe, lokacij...), se mora pogodba ustrezno spremeniti.

3.3.2 V kolikor BV na podlagi informacij zbranih na začetni presoji ugotovi, da organizacija ne zadovoljuje v zadostni meri oziroma v celoti vseh zahtev, kar bi se lahko na certifikacijski presoji odrazilo v izdaji večje neskladnosti vezane na uspešnost implementacije sistema vodenja, se začetna presoja ponavlja, dokler organizacija ni dovolj dobro pripravljena na certifikacijsko presojo.

3.3.3 Ko sta začetna in certifikacijska presoja načrtovani zaporedoma, ima BV pravico preložiti certifikacijsko presojo, če se na začetni presoji ugotovi, da organizacija ni pripravljena na certifikacijsko presojo. V tem primeru, naročnik nosi vse stroške, ki so nastali pri predstavitvi certifikacijske presoje.

3.4 Ravnanje v primeru ugotovljenih neskladnosti

3.4.1 V skladu s pravili IATF mora naročnik zagotoviti, da na zahtevo BV-u predloži informacije in dokazila o korektivnih ukrepih, ki se nanašajo na ugotovljene neskladnosti v roku, ki ga predpiše BV.

3.4.2 V primeru večjih neskladnosti ali večjih sprememb, BV opravi »posebno dodatno presojo« (»special follow up visit«) in jo obračuna naročniku po pogodbenih določilih. Ob večji neskladnosti je potreben pregled uvedenih korektivnih ukrepov na lokaciji in sicer v roku največ devetdeset (90) koledarskih dni od zaključnega sestanka presoje.

3.4.3 Ko BV identificira neskladnost na kontrolni presoji, se prične proces suspenza z zadnjim dnevom presoje. Za večjo neskladnost se zahteva priprava akcijskega načrta v roku dvajsetih (20) dni po presoji.

3.4.4 Vsi stroški, ki izhajajo iz obravnave predlaganih ukrepov za zaprtje manjših neskladnosti, bodo obračunani glede na porabljen čas po določilih, ki izhajajo iz veljavne pogodbe.

3. THE INITIAL CERTIFICATION PROCESS

3.1 Stage 1 Audit

3.1.1 BV will undertake an on-site readiness review to determine the preparedness for Stage 2, including but not limited to understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, evaluating the client's management system documentation, including the relationship and linkages to any remote supporting functions and outsourced processes, reviewing the allocation of resources for Stage 2, planning for Stage 2 and evaluating the internal audit systems. BV shall determine after Stage 1 if the Client has sufficient readiness to proceed to Stage 2 audit.

3.2 Stage 2 Audit

3.2.1 BV will provide an audit plan to the Client prior to the start of the audit. The opening meeting of Stage 2 audit shall take place no later than ninety (90) days following the end of the Stage 1 audit.

3.2.2 The BV audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues regarding the performance of the audit.

3.2.3 The BV audit team will prepare and present to the Client's management an audit report, which will include the audit findings and the scope of certification.

3.3 Changes to Stages 1 & 2

3.3.1 If as a result of Stage 1, BV determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement shall be amended accordingly.

3.3.2 Based upon the information gathered during Stage 1 of the audit, BV may determine that the required information is not present and complete or that an issue could result in a major non-conformity at Stage 2 with respect to the effective implementation of the management system. In such cases, Stage 1 shall be reiterated until it produces satisfactory results before proceeding with to Stage 2.

3.3.3 When Stage 2 is planned consecutively to Stage 1, BV has the right to postpone Stage 2 if the results of Stage 1 are not satisfactory to proceed with Stage 2. In such case, the Client shall bear all the costs incurred by the postponement of Stage 2.

3.4 Non-conformity management

3.4.1 Pursuant to the IATF Rules, the Client shall provide BV upon request, with information and evidence of corrective actions regarding its non-conformities within the timeframe prescribed by BV.

3.4.2 When Major Non-Conformity or Major changes occur, BV undertakes a "special follow up visit", charged to the Client at BV's current rates. A major Non-conformity shall require onsite verification of the corrective action. The onsite verification shall be completed within a maximum of ninety (90) calendar days from the closing meeting of the site audit.

3.4.3 When a Non-conformity is identified by BV during surveillance audit, then the suspension process shall be initiated on the last audit day. For any Major Non-Conformity an action plan is required within twenty (20) days following the audit.

3.4.4 All fees incurred to review Client's proposed actions to close Minor Non-Conformities will be charged on a time basis at BV's current rates.



3.5 Izdaja certifikata

3.5.1 BV izda naročniku certifikat, če in ko so zaključeni vsi med presojevalsko ekipo in naročnikom dogovorjeni korektivni ukrepi.

3.5.2 Na certifikatu bo(do) natančno navedena(e) specifikacija(e), s katero(imi) je sistem skladen ter področje certificiranja sistema vodenja.

3.5.3 Certifikat je izdan v angleškem jeziku. Na željo naročnika se ga lahko prevede v kitajski, španski, francoski, portugalski, nemški hindujski, italijanski ali turški jezik. Izdaja dodatnega certifikata se obračuna po veljavnih pogodbenih določilih. Angleška izdaja je zavezujoča in prevlada v primeru odstopanj.

3.6 Dokumentacija, ki jo mora naročnik predložiti pred vsako presojo

3.6.1 Vsaj dvajset (20) dni pred dogovorjenim terminom vsake presoje mora naročnik BV predložiti naslednje informacije, ta seznam ni nujno dokončen:

- potrditev termina presoje,
- dokumentacijo naročnikovega sistema vodenja kakovosti, ki vključuje dokaze o doseganju skladnosti z zahtevami IATF 16949,
- poslovnik kakovosti (za vsako presojeno lokacijo),
- dokazila o zadnjem celotnem ciklu notranjih presoj za IATF 16949, katerim ustrezno sledi vodstveni pregled,
- če je to potrebno, tudi dokazila o tem, da naročnik ni odgovoren za razvoj produktov, ki jih izdeluje ali nudi,
- seznam trenutnih kupcev presojanih lokacij naročnika in interne podatke o uspešnosti, poročila notranjih presoj in pregledov vodstva ter njihovo načrtovanje, vključno s ključnimi indikatorji in trendi poslovanja za obdobje zadnjih dvanajst (12) mesecev,
- identifikacijo kakršnega koli morebitnega posebnega statusa naročnika od prejšnje presoje,
- obvestilo o kateri koli novi stranki od časa zadnje presoje,
- seznam kvalificiranih notranjih presojevalcev,
- seznam specifičnih zahtev kupcev naročnika glede na veljavno verzijo IATF pravil,
- povzetek o zadovoljstvu odjemalcev naročnika in pritožbah, vključno z verifikacijo poročil odjemalcev, kazalnikov (scorecards) in posebnimi statusi,
- status ukrepov, vezanih na ugotovitve prejšnje presoje.
- V primerih, kadar so dislocirane podporne funkcije, kot je definirano v pravilih IATF, presojane s strani drugega certifikacijskega telesa, BV lahko pred vsako presojo sprejme poročilo izdano s strani tega certifikacijskega telesa, v kolikor izpolnjuje našete pogoje (ta seznam ni nujno dokončen):
 - presoja je bila izvedena s strani certifikacijskega telesa, ki je priznan s strani IATF;
 - naročnik BV pred presojo preda kopijo plana presoje, poročilo s presoje, vse ugotovitve in vse korektivne ukrepe in vsa preverjanja, ki jih je izvršilo to certifikacijsko telo,
 - dokumentacijo, ki potrjuje, da je bila s strani druge certifikacijske hiše izvedena presoja vseh podpornih funkcij med presojo na lokacijo in dislociranimi podpornimi lokacijami,
 - kopije vseh poročil o presojah na lokaciji. Dokumentacija je lahko v katerem koli jeziku, za katerega se dogovorita naročnik in BV.

3.6.2 V primeru transferne presoje k BV (predhodne presoje je opravljalo drugo certifikacijsko telo), pa dodatno še:

- kopijo veljavnega certifikata,
- kopijo poročil s prejšnjih presoj iz zadnjih treh (3) let, vključujoč dokaze, da so vse neskladnosti za vse lokacije in dislocirane podporne funkcije odpravljene skladno s pravili IATF,
- status ukrepov, vezanih na ugotovitve prejšnje presoje.

3.5 Issuance of Certification

3.5.1 BV will issue to the Client a Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the audit team have been completed.

3.5.2 The Certificate of Approval will detail the Specification(s) to which the Client has been found compliant to at the time of the audit and the scope of the management system.

3.5.3 The Certificate of Approval is issued in the English language and may be translated upon the Client request and with extra-costs in the Chinese, Spanish, French, Portuguese, German, Hindi, Italian or Turkish languages. The English version is binding and shall prevail in case of discrepancies.

3.6 Documentation to be provided by the Client before each audit

3.6.1 The following information shall be provided by the Client to BV at least twenty (20) days before the agreed start date of each audit, this list being non exhaustive:

- Confirmation of the audit date,
- Client's quality management system documentation, including evidence about conformity to IATF 16949 requirements accordingly,
- Quality manual (for each site to be audited),
- Evidence of one full cycle of internal audits to IATF 16949 accordingly followed by a management review,
- If applicable, evidence that the Client does not have any responsibilities regarding the design of products manufactured and/or supplied,
- List of current customers of the Client audited sites and internal performance data, internal audit and management review planning and results including key indicators and performance trends for the previous twelve (12) months,
- Identification of any customer special status condition since the previous audit,
- Notification about any new customers since the previous audit,
- List of qualified internal auditors,
- List of the Client's customer specific requirements according to the current version of the IATF Rules,
- The Client's customer satisfaction and complaints summary, including verification of customer reports, scorecards and special status,
- Follow-up on issues resulting from previous audits.
- In situations where remote supporting functions as defined in the IATF Rules, are audited by another certification body, BV may accept the audit report issued by the other certification body subject to the following conditions (this list being not exhaustive) to be met prior to each audit:
 - audit was conducted by IATF recognized certification body;
 - the client provides to BV, prior to the audit, a copy of the audit plan, audit report, all findings, all corrective actions, and all verification actions made by the other certification body;
 - this documentation confirms that all the interfaces between the remote supporting location and the site were audited by the other certification body;
 - copies of all onsite verification activities reports shall be provided by the Client to BV. This documentation shall be in the language agreed between the Client and BV.

3.6.2 In addition to the above, in the event the transfer audit to BV from another certification body:

- A copy of the existing valid certificate,
- A copy of the previous three (3) years audit reports including evidence that all nonconformities issued by the existing certification body for the site and any remote support functions are closed, pursuant to the IATF Rules,
- Follow-up on issues resulting from previous audits.



Dokumente zahtevane v členih 3.6.1 in 3.6.2 mora BV prejeti pred pripravo plana presoje. Pravilna IATF zahtevajo, da BV poveča obseg presoje pred uvodnim sestankom v kolikor naročnik ne dostavi dokumentov pravočasno. Vsak dodatno porabljen čas bo naročniku obračunan po pogodbenih določilih. V primeru, da je presoja preložena, bodo stroški preložitve obračunani naročniku.

V skladu z IATF pravili in IATF komunikacijo SC-2021-001 z dne, 15. 02. 2021, mora organizacija, ki ima status »Tier 1« dobavitelja, certifikacijski hiši predložiti aktualne podatke o rezultatih ključnih kazalnikov kakovosti (PPM, točnost dobav, število reklamacij,...) za vse IATF OEM kupce najmanj 3 mesece pred načrtovano presojo.

V primeru nedoseganja ciljev kakovosti ter točnosti dobav pri IATF OEM kupcih, bo čas presoje ustrezno podaljšan, da se zagotovi dodaten čas za preverjanje ustreznosti korektivnih ukrepov v izogib ponovitvi nedoseganja definiranih ciljnih vrednosti (podaljšanje časa presoje bo definirano skladno z #SI 26, IATF pravil, 5. izdaja).

3.7 Preverba sprememb pri naročniku pred začetkom presoje

3.7.1 Plan presoje mora predvideti najmanj eno (1) uro na lokaciji pred uvodnim sestankom, da se preveri spremembe pri naročniku in interne podatke o poslovanju, vključujoč pregled aktualnih poročil kupcev in/ali kazalnike kupcev.

3.7.2 Presojevalska ekipa mora prilagoditi plan presoje novo zbranim informacijam, v kolikor je to potrebno. Ta ura se doda k že določenim presojevalskim dnevom in se naročniku obračuna po pogodbenih določilih.

3.7.3 V kolikor vodilni presojevalec ne more zaključiti zahtevanega pregleda v roku ene ure, se BV in naročnik lahko dogovorita sledeče: (1) podaljšata predviden čas in kasneje pričneta z uvodnim sestankom, (2) prestavita termin presoje ali (3) nadaljujeta s presojo. V tem primeru (3) je potrebno začeti proces decertifikacije.

3.7.4 Podaljšanje presoje bo zaračunano naročniku po pogodbenih določilih. V primeru prestavitve presoje, bo stroške le-te kril naročnik, prestavitev pa bo obravnavana kot pozna prestavitev na zahtevo naročnika.

4. OHRANJANJE VELJAVNOSTI CERTIFIKATA

4.1 Kontrolne presoje

4.1.2 Ko BV potrdi termin presoje, mora naročnik narediti vse potrebno za zagotovitev potrjenega termina. Skladno z veljavnimi pravili IATF, se datumi kontrolnih presoj definirajo glede na zadnji dan certifikacijske oz. recertifikacijske presoje.

4.2 Recertifikacija

4.2.1 Vsaka tri (3) leta bo BV avtomatično opravil pregled naročnikove certifikacije in upoštevajoč rezultate s kontrolnih presoj in/ali recertifikacijskih presoj (vključno z vsemi zaključnimi korektivnimi ukrepi dogovorjenimi med naročnikom in ekipo presojevalcev), ponovno odobril certifikacijo in izdal certifikat(e). Ta postopek mora biti zaključen pred potekom veljavnosti trenutno veljavnega certifikata, da se s tem ohranja certificiranje. Ko je postopek zaključen, se certificiranje obnovi.

4.3 Posebna presoja

4.3.1 Možno je, da mora BV opraviti posebno presojo pri svojih certificiranih strankah, da razišče pritožbe o poslovanju in tako zazna morebitne spremembe v naročnikovem sistemu vodenja kakovosti ali večje spremembe opisane v členu 6.1.1. na naročnikovi lokaciji ali kot posledica suspendiranega certifikata. BV mora naročnika vnaprej obvestiti o pogojih, pod katerimi se bo izvedla posebna presoja.

The documents required under articles 3.6.1 and 3.6.2 shall be received prior to the issuance of the audit plan. The IATF rules require BV to add to the defined audit duration an onsite additional time prior to the opening meeting in case the Client has not provided the documents in time. Any additional time will be charged to the Client at BV's current rates. In case the audit is postponed, the costs related to the postponement will be charged to the Client.

As per IATF rules implemented for Tier 1 Suppliers to IATF OEMs & also communicated through IATF Stakeholder Communique SC-2021-001 15 Feb21, the Client is required to submit copy of the most recent performance scorecards for all IATF OEM customers 3 months ahead of the scheduled audit to BV.

Client (Tier 1 Suppliers to IATF OEMs) will have some time (hours) added to their audit if they are not meeting the IATF OEM specified quality and delivery performance targets. This additional time shall be used by auditors to focus on the corrective action process and prevention of recurrence, including for related processes and products. The increased audit time is determined as IATF Rules 5th Edition SI # 26.

3.7 Onsite verification of Client's changes before each audit

3.7.1 BV shall include in the audit plan a minimum of one (1) hour on site, prior to the opening meeting, for verification of changes to current customer and internal performance data, including a review of current online customer reports and/or customer scorecards.

3.7.2 The audit team shall adjust the audit plan based upon any new information collected, if required. This one (1) hour is in addition to the specified audit days and is charged to the Client at current BV rate.

3.7.3 If the lead auditor is not able to complete his tasks by the end of this minimum one hour time onsite, BV and the Client will convene to one of the three following options: (1) to extend immediately this time prior to opening meeting, or (2) to postpone the audit to a later date, or (3) to proceed with the audit. If so, the decertification process shall be initiated.

3.7.4 The extension will be charged to the Client at BV's current rates. In case the audit is postponed, the costs related to the postponement will be charge to the Client as a postponement and considered to be a late postponement at Client request.

4. CERTIFICATION MAINTENANCE

4.1 Surveillance

4.1.1 Once BV has agreed on the dates, the Client must make all necessary arrangements to keep the agreed date. Surveillance audits shall be scheduled as from the last day of the initial Stage 2 audit or the last day of a re-certification audit in accordance with the current version of the IATF Rules.

4.2 Re-certification

4.2.1 Every three (3) years BV will automatically review the Client's certification and, subject to satisfactory results of the surveillance audits and/or the re-certification audit (including all corrective actions which may have been agreed on between the Client and the audit team and completed), BV will re-issue the Client's certification and the Certificate of Approval(s). This must be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

4.3 Special audit

4.3.1 It may be necessary for BV to conduct audits of certified clients to investigate performance complaints in response to changes to the Client's quality management system, significant changes as described under article 6.1.1 at the Client's site, or as a result of a suspended certificate. BV shall inform the Client in advance of the conditions under which this special audit is to be conducted.



4.3.2 Posebna presoja je obračunana po pogodbenih določilih na stroške naročnika.

5. POROČILO PRESOJE

5.1.1. Presojevalska ekipa BV bo naročniku na zaključnem sestanku na vsaki lokaciji ali oddaljeni podporni lokaciji izdala pisno poročilo (osnutek ali končno poročilo).

5.1.2 BV bo končno poročilo presoje naročniku izdal najkasneje v roku petnajstih (15) koledarskih dni po vsaki presoji. Končno poročilo mora biti potrjeno s strani naročnikovega predstavnika kakovosti (z lastnoročnim podpisom, potrdilom preko elektronske pošte ali katerim drugim dokazilom).

6. SPREMEMBE CERTIFICIRANJA

6.1.1 Naročnik je dolžan BV nemudoma obvestiti o vsaki pomembnejši spremembi proizvodov ali storitev, ki lahko vplivajo na certificiran sistem vodenja ali o katerikoli drugi okoliščini, ki lahko vpliva na veljavnost certifikata. Na primer spremembe, ki lahko vplivajo na veljavnost certificiranja so: sprememba v sistemu vodenja kakovosti, sprememba lokacije in/ali kontaktov, dodatne lokacije, sprememba procesov, sprememba lastništva, sprememba organiziranosti ali vodstva, sprememba obsega dejavnosti, ki so del področja certificiranja, sprememba v številu zaposlenih, sprememba pravnega ali komercialnega statusa, sprememba posebnega statusa odjemalcev naročnika (kot je določeno v veljavnih pravilih IATF), prenos na nov IATF-priznan certifikacijski organ itd. V primeru tovrstnih okoliščin bo BV ustrezno ukrepal, kot na primer: izvede se posebna presoja in/ali spremeni certifikat. Posebna presoja se lahko izvede tudi za razjasnitev pritožbe na certificirano organizacijo.

6.1.2 Če naročnik BV ne obvesti o vseh večjih spremembah, to predstavlja materialno kršitev pogodbe, posledica je izdaja večje neskladnosti s strani BV in lahko pripelje do prekinitve pogodbe, o čemer mora biti naročnik vnaprej pisno obveščen. Ob prekinitvi pogodbe lahko BV prekine veljavnost naročnikovega IATF 16949 certifikata brez kakršne koli obveznosti do naročnika.

7. BV IN IATF OZNAKE

7.1.1 Naročnik mora BV oznake in oznake IATF za certifikacijsko shemo IATF 16949 uporabljati v skladu z navodili o uporabi, katere posreduje BV, vključno z omejitvami navedenimi v členu 7 – intelektualna lastnina Splošnih pogojev za storitve certificiranja BV.

7.1.2. IATF oznaka je prikazana samo na certifikatu, ki ga izda BV. Katera koli druga uporaba oznake IATF je strogo prepovedana.

7.1.3 Glede področja certificiranja ne sme biti nobene nejasnosti, tako v oznakah kot v spremnem besedilu. Oznaka BV in oznaka IATF se ne smeta uporabljati na izdelku ali njegovi embalaži, ki je vidna končnemu potrošniku ali na kakršen koli drug način, kjer bi se lahko interpretirala kot označba skladnosti produkta.

8. BV IN IATF DOSTOP

8.1.1 Naročnik bo BV in IATF ali njihovim predstavnikom omogočil dostop do katerega koli dela presoje ali procesov nadzora z namenom, da se potrdi skladnost dela presojevalcev BV z ustreznimi standardi. Naročnik ne sme predstavnikom IATF in njihovim delegatom zavrniti dostopa oz. prisotnosti v svojih prostorih. Naročnik dovoljuje BV, da posreduje končna poročila organizaciji IATF ali njenim predstavnikom. BV bo obračunal in zaračunal naročniku stroške, ki bi morebiti izhajali iz prisotnosti organizacije IATF na presoji.

4.3.2 The special audit is charged to the Client at BV's current rates.

5. AUDIT REPORT

5.1.1 The BV audit team shall issue a written audit report (whether a draft or the final report) to the client at the closing meeting of each site or remote support location.

5.1.2 BV shall issue the final audit report within fifteen (15) calendar days of each audit to the Client. The final audit report shall be acknowledged (e.g. with a handwritten signature, dated email etc.) by the Client's management representative.

6. CERTIFICATION CHANGES

6.1.1 The Client shall inform BV, without delay of any significant changes to its product(s) or services that may impact the certified management system(s) and of any other circumstances which may affect the validity of its certification. As examples, Major or significant changes to the management system and process, change of contact address or location, additional sites, change of process, change of ownership status, change of scope of operations under the certified management system, change of number of employees, change of legal or commercial status, change of organization and management, change of the Client's IATF OEM customer special status condition (as set out in the current version of the IATF Rules), transfer to a new IATF-recognized certification body etc. are considered as changes which may affect the validity of the certification. BV will then take appropriate action, such as conducting a special audit at additional cost and/or amending the certification. Special audit can also be conducted to investigate complaints received about the Client.

6.1.2 Failure by the Client to inform BV of any significant changes shall be considered as a material breach of the Agreement and should result in the issuance of a Major Non-Conformity by BV and may result in its termination by giving the Client written notice thereof. Upon said termination of the Agreement, BV may withdraw the Client's IATF 16949 Certificate of Approval without having any liability whatsoever towards the Client.

7. BV AND IATF MARKS

7.1.1 The Client must use the BV mark and the IATF mark related to the IATF 16949 certification scheme in accordance with the instructions of use provided by BV, including without limitation the requirements provided in Article 7 - Intellectual Property of the General Conditions for Certification Services.

7.1.2 The IATF mark shall only be displayed on the Certificate of Approval issued by BV. Any other use of the IATF mark is strictly prohibited.

7.1.3 There shall be no ambiguity, in the marks or accompanying text, as to what has been certified. The BV mark and the IATF mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

8. BV AND IATF ACCESS

8.1.1 The Client shall grant BV and the IATF or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the BV audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client cannot refuse the presence of an IATF representative or its delegates at the Client's facilities. The Client shall allow BV to provide the final Report to IATF or their representatives. BV will recharge and invoice at cost to the Client the costs incurred by BV for the IATF requested witness audits.



9. SUSPENZ (ZAČASEN ODVZEM), ODVZEM ALI PREKLIC CERTIFIKATA

9.1.1 BV si pridržuje pravico do suspenza (začasnega odvzema), trajnega odvzema, omejitve, razširitve ali preklica certifikata v skladu procesom suspenza. Dokazila o suspenzu se naročniku posredujejo na zahtevo. Veljavna IATF pravila narekujejo, da do suspenza (začasnega odvzema), trajnega odvzema, omejitve, razširitve ali preklica certifikata lahko pride v primerih, če:

- BV prejme pritožbo zoper poslovanje naročnika v imenu člana IATF OEM (Original Equipment Manufacturer), njegovega odjemalca ali katere koli stranke avtomobilске panoge;
- naročnik obvesti BV o posebnem statusu s strani IATF OEM. Naročnik mora BV o tem obvestiti v roku deset (10) koledarskih dni od nastopa posebnega statusa ali takrat, ko je to določeno s strani odjemalca naročnika;
- se na kontrolni ali recertifikacijski presoji ugotovi neskladnost;
- naročnik prostovoljno zaprosi za suspendiranje zaradi velikih sprememb v lastništvu ali motenj proizvodnje, ki bi lahko vplivale na ustreznost področja certificiranja;
- kontrolna presoja ni izvedena v dogovorjenem času;
- naročnik ne posreduje vseh potrebnih informacij za ustrezno načrtovanje presoje;
- naročnik ne izvede vseh korektivnih ukrepov v dogovorjenem časovnem obdobju;
- naročnik v celoti ne izpolnjuje tehničnih specifikacij IATF 16949 ali specifičnih zahtev odjemalca glede na veljavno verzijo pravil IATF (Rules for achieving IATF recognition) – vključujoč specifikacije IATF OEM, pogodbeno določila, postopke SQA itd.
- naročnik ne upošteva pravil in zahtev glede uporabe BV in/ali IATF oznak;
- naročnik ne upošteva obveznosti in določil pogodbe, ki jo je sklenil s BV.

9.1.2 BV si pridržuje pravico do javne objave dejstev, da je bil izveden kateri od zgoraj navedenih ukrepov.

10. TOŽBE, SPORI IN PRITOŽBE

10.1.1 Če se naročnik odloči pritožiti ali spodbijati odločitev BV, mora storiti skladno s pritožbenim postopkom BV, ki je dostopen na spletni strani BV oziroma se posreduje na naročnikovo zahtevo.

10.1.2 Pritožba se na prvi stopnji rešuje z lokalno pisarno BV. Če se naročnik ne želi pritožiti direktno lokalni pisarni, lahko pritožbo v pisni obliki pošlje na naslov Bureau Veritas Certification Holding SAS, Le Triangle de L'Arche 8, Cours du Triangle, CS 90096 92937 Paris LA DEFENSE Cedex (France) za: Certification Vice President.

11. POSEBNO: ODDALJENI NADZOR (COVID-19 KONTEKST)

11.1.1 V skladu s sporočilom IATF 5. Izdaja z dne 30. oktober 2020 IATF dovoljuje certifikacijskim organom, da izvajajo presojno z uporabo metod in tehnologije za oddaljeno presojno (t. i. oddaljena presoja) pod pogojem, da je dokazljivo očitno, da presoja na lokaciji ne bo mogoča zaradi razlogov, ki so neposredno povezani s pandemijo COVID-19.

11.1.2 Presoja na daljavo se izvede enako kot presoja na lokaciji, vendar z uporabo elektronskih metod, kot je videokonferenca, z namenom pridobivanja dokazov in njihovega vrednotenja za določitev obsega skladnosti z merili presoje.

9. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL

9.1.1 BV reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval in conformance with BV "Suspension process", a copy of which is available upon request. According to the current version of the IATF Rules, suspension, withdrawal or cancellation of the Certificate of Approval will be considered if:

- BV receives a performance complaint against the Client from an IATF OEM member, its relevant IATF oversight office customer's Client or any automotive customer of the Client;
- the Client advises BV of a special status condition from an IATF subscribing OEM. Notification from the Client shall occur within ten (10) calendar days from receipt of the special status condition or otherwise specified by the Client's customer;
- the surveillance or recertification audit includes Non-Conformities;
- the Client voluntarily requests suspension due to significant changes of ownership or interruption of the manufacturing of product meeting the applicability for certification;
- the surveillance audit is not conducted at established intervals;
- the Client fails to supply required information to undertake effective audit planning;
- the Client fails to complete corrective actions within the agreed timescale;
- the Client fails to comply with the technical specification IATF 16949 accordingly or the customer specific requirements according to the current version of the "Rules for achieving IATF recognition" (including without limitation IATF OEM specifics, contract terms, service level agreements, SQA procedures, etc.);
- the Client fails to comply with the rules and requirements of the BV and/or the IATF marks;
- the Client fails to comply with its contractual obligations under the Agreement entered into with BV.

9.1.2 BV reserves the right to make public the fact that such action has been taken.

10. APPEALS, DISPUTES AND COMPLAINTS

10.1.1 Should the Client wish to appeal against or dispute any decision of BV, it shall do so in accordance with the BV appeals procedure, available on BV's website or upon request.

10.1.2 Should a complaint arise about BV, such complaint shall in the first instance be made to the local BV office. If the Client does not wish to complain directly to the local BV office, the complaint shall be sent in writing to Bureau Veritas Certification Holding SAS, Le Triangle de L'Arche 8, Cours du Triangle, CS 90096 92937 Paris LA DEFENSE Cedex (France) attention to: Certification Vice President.

11. SPECIAL: REMOTE MONITORING (COVID-19 CONTEXT)

11.1.1 As per IATF communique Rev 5 dated from October 30th 2020, IATF is permitting the certification bodies to conduct audit using remote auditing methods and technology (i.e remote audit) under condition that it is demonstrably evident that a regular onsite will not be possible for reasons that are directly linked to COVID-19 Pandemic

11.1.2 A remote audit shall be conducted the same as an onsite audit but using electronic methods, such as video conferencing, to remotely obtain audit evidence and evaluate it in order to determine the extent of conformity to the audit criteria.



BV je razvil interni postopek za odobritev uporabe metod oddaljene presoje za vsako oddaljeno presojo. To vključuje dodatne korake načrtovanja presoje, ki jih bo izvedel BV v sodelovanju z naročnikom. Ti dodatni koraki načrtovanja presoje za potrditev pripravljenosti za oddaljeno presojo se izvedejo med naročnikom in BV prek predloge za predhodno načrtovanje. Trajanje presoje na daljavo je enakovredno presoji na kraju samem v skladu s Pravili IATF, 5. izdaja, razdelek 5.2. IATF zahteva, da se izračunani obseg poveča za 10 % , vendar največ za štirimi (4) ure in se ta čas uporabi za izvedbo dodatnih korakov planiranja presoje in tehničnega preizkusa, vključno s kratko sejo testne presoje z nameno zagotovitve delovanja in učinkovitosti izvedbe presoje na daljavo.

S 1. aprilom 2022 bo certifikacijski organ podaljšal dneve presoje za pet (5) odstotkov, da se zagotovi učinkovit in robusten postopek presoje zaradi časa, ki je potreben za pridobivanje in prikaz informacij, povezovanje potrebnih udeležencev, reševanje morebitnih tehnoloških težav in omogočanje odmorov. v izogib utrujenosti zaradi dolgega gledanja v ekran. Povečanje presojevalskih dni ne sme biti krajše od (ene) 1 ure. Podaljšani čas presoje se določi po uporabi vseh dovoljenih redukcij in po zaokroževanju v skladu s 5. izdajo pravil IATF, točka 5.2

11.1.3 Elektronske ali elektronsko posredovane informacije pri uporabi tehnologije (IKT) za namene presoje BV ocenjuje kot zelo pomembne ter obenem potrjuje varnost in zaupnost.

12. VELJAVNOST IN SPREMEMBE SPECIFIČNIH POGOJEV

12.1 Ti specifični pogoji za storitve certificiranja v celoti nadomeščajo dosedanje Specifične pogoje za storitve certificiranja, ki z objavo novih obstoječi prenehajo veljati.

12.2. Bureau Veritas Certification lahko kadarkoli enostransko spremeni določila Specifičnih pogojev za storitve certificiranja. Bureau Veritas Certification obvesti naročnika o spremembi Specifičnih pogojev z objavo obvestila in vsakokratnega besedila Specifičnih pogojev za storitve certificiranja Bureau Veritas.

12.3. V kolikor se naročnik ne strinja s spremembami Specifičnih pogojev za storitve certificiranja Bureau Veritas Certification, lahko v roku 30 dni od objave sprememb odpove pogodbo s pisno odpovedjo ter s tri mesečnim odpovednim rokom. V nasprotnem primeru se šteje, da se naročnik s spremembami Specifičnih pogojev za storitve certificiranja Bureau Veritas strinja, in spremenjena oblika njihovega besedila predstavlja sestavni del sklenjene pogodbe med naročnikom ter Bureau Veritas Certification.

BV has developed an internal process for approving the use of remote auditing methods for each remote audit. This involves additional audit planning steps that will be carried out by BV in co-ordination with the Client. These additional audit-planning steps to confirm readiness for remote audit shall be executed between Client and BV through pre-planning template. The duration of the remote audit shall be equivalent to that of an onsite audit per the IATF Rules, 5th Edition section 5.2. IATF requires to calculate 10% of the total audit days, with a maximum of four (4) hours, and apply this time to complete the additional audit planning steps and a technology test, including a short mock audit session for each environment to test the operation and effectiveness of the remote audit.

Effective 1st April 2022 the certification body shall increase the audit days by five (5) percent to ensure an effective and robust audit process due to the time needed to retrieve and display information, connect necessary participants, address any technology issues, and allow for breaks to avoid screen fatigue. The increase in audit days shall be no less than (one) 1 hour. The increased audit time shall be determined after all permitted reductions have been applied, and after rounding per IATF Rules 5th Edition, clause 5.2.

11.1.3 BV considers electronic or electronically transmitted information as very important when using technology (ICT) for audit purposes, Hence the security and confidentiality is affirmed by BV.

12. MODIFICATIONS OF THE SPECIFIC CONDITIONS OF CERTIFICATION SERVICES

12.1. These specific conditions of certification services invalidate and replace existing specific conditions of certification services.

12.2. Bureau Veritas Certification can at any time unilaterally modify Specific Conditions for Certification Services of Bureau Veritas Certification. Bureau Veritas Certification shall notify the Client regarding modification of Specific Conditions for Certification Services of Bureau Veritas Certification by publishing a notice and each time applicable wording of Specific Conditions for Certification Services of Bureau Veritas Certification on Bureau Veritas Certification website.

12.3. In case Client does not consent with the modifications of Specific Conditions for Certification Services of Bureau Veritas Certification, the Client can within thirty (30) days from publishing of changes terminate the agreement with a written notice and with three months' notice period. In any other case it shall be considered that Client consents to modification of Specific Conditions for Certification Services of Bureau Veritas Certification with modified wording becoming integral part of the agreement entered into by Client and Bureau Veritas Certification.