



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 pravih IATF, o čemer bo tudi obvestil naročnika.

1.3 BV nudi storitve presoj in certificiranja (v nadaljevanju **storitve**) v skladu z ustreznimi priznanimi specifikacijami (v nadaljevanju **specifikacije**) kateri koli osebi, podjetju, družbi, združenju, skladu, državnemu organu 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 drugo ocenjevanje 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 v svojih proizvodih in bo BV zaščitil, mu povrnil vso škodo in ga odvezal vsakršne odgovornosti pred vsako in vsakršno napako, zahtevo, zahtevkom ali odgovornostjo, 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 prosi naročnika, da predloži kopije računov ali drugih dokazov. Tega naročnik ne more zavrniti in mora potrebno 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 presojo.

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 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.



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.

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 bo po opravljeni začetni presoji odločil o naročnikovi pripravljenosti za nadaljevanje k certifikacijski presoji.

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 oz števila presojevalskih dni, presojevalske ekipe, lokacij...), se mora pogodba ustrezno spremeniti.

3.3.2 V kolikor BV na podlagi ob začetni presoji zbranih informacij ugotovi, da organizacija ne zadovoljuje dovolj oz. v celoti vseh zahtev in bi to lahko privedlo do večje neskladnosti na certifikacijski presoji vezano na uspešno implementacijo 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 preložitvi certifikacijske presoje.

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. 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 Ravnanje v primeru ugotovljenih neskladnosti

3.4.1 V skladu s pravili IATF mora naročnik zagotoviti, da v primeru zahteve BV 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.

3.5 Izdaja certifikata

3.5.1 BV izda certifikat naročniku, če in ko so dovršeni 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 usklajen 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 in 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 presojjo

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, v skladu z zahtevami IATF 16949,
- poslovnik kakovosti (za vsako presojano lokacijo),
- dokazila o zadnjem celotnem ciklu notranjih presoj za IATF 16949, katerim ustrezno sledi pregled vodstva,
- če je to potrebno, tudi dokaze o tem, da naročnik nima nikakršnih dolžnosti glede razvoja produktov, ki jih izdeluje ali nudi,
- seznam trenutnih odjemalcev presojanih lokacij naročnika in interni podatki o uspešnosti, poročila z notranjih presoj in pregledov vodstva in 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 odjemalcev naročnika glede na veljavno verzijo IATF pravil,
- povzetek o zadovoljstvu odjemalcev naročnika in pritožbah, vključno z verifikacijo poročil odjemalcev, kazalnikov (scorecards) in posebnimi statusi,
- obveščanje o ukrepih, vezanih na pomanjkljivosti s prejšnje presoje.
- V primerih, kadar so dislocirane podporne funkcije, kot so definirane v pravilih IATF, presojane s strani drugega certifikacijskega telesa, BV lahko sprejme poročilo izdano s strani tega certifikacijskega telesa, v

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 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 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



kolikor izpolnjuje našete pogoje pred vsako presojo (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 izvedena vsa komunikacija med dislociranimi podpornimi funkcijami in presojanimi lokacijami za potrebe presoje drugega certifikacijskega organa,
- 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 podpirne funkcije odpravljene skladno s pravili IATF,
- obveščanje o ukrepih, vezanih na pomanjkljivosti s prejšnje presoje.

Dokumente zahtevane v členih 3.6.1 in 3.6.2 mora BV prejeti pred izdajo plana presoje. Pravilna IATF zahteva, 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.

3.7 Preverba sprememb pri naročniku pred začetkom presoje

3.7.1 Plan presoje mora predvideti tudi 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 Presojevska 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 uspe zaključiti svojih dolžnosti v roku ene ure, se BV in naročnik lahko sklicujeta na eno od naslednjih treh možnosti: (1) da podaljšata predviden čas in kasneje pričneta z uvodnim sestankom, (2) da prestavita termin presoje ali (3) da nadaljujeta s presojjo. V tem primeru se sproži proces decertifikacije.

3.7.4 Podaljšanje presoje bo zaračunano naročniku po pogodbenih določilih. V primeru prestavitve presoje, bo stroške le-tega kriil naročnik. Naročnik je tudi odgovoren za iz tega izhajajoče posledice.

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. V skladu z veljavnimi pravili IATF, morajo biti kontrolne presoje planirane od zadnjega dne certifikacijske presoje 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 zaključenimi 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 certifikiranje. Ko je postopek zaključen, se certifikiranje obnovi.

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.

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.

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



4.3. Posebna presoja

4.3.1 Možno je, da mora BV opraviti posebno presojo 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.

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

5. POROČILO PRESOJE

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

5.1.2 BV bo izdal končno poročilo presoje naročniku v roku petnajstih (15) koledarskih dni po vsaki presoji. Končno poročilo mora biti potrjeno s strani naročnikovega predstavnika kakovosti (ali s podpisom ali katerim drugim dokazom).

6. SPREMEMBE CERTIFICIRANJA

6.1.1 Naročnik je dolžan Bureau Veritas Certification 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 v določeno v veljavnih pravilih IATF), prenos na nov IATF-priznan certifikacijski organ itd. V primeru tovrstnih okoliščin bo BV ustrezno ukrepal, kot je na primer izvedba posebne presoje in/ali sprememba certifikata. Posebna presoja se lahko izvede tudi za poizvedbo o pritožbi na račun certificirane stranke.

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 pisno obveščen vnaprej. Ob prekinitvi pogodbe lahko BV prekliče naročnikov IATF 16949 certifikat 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 12 – intelektualna lastnina v Splošnih pogojih 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 smejo uporabljati na izdelku ali njegovi embalaži, ki je vidna končnemu potrošniku ali na kakršen koli drug način, kjer se lahko interpretira kot označba skladnosti produkta.

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 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 12 - 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.



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 akreditacijske ustanove. Naročnik ne sme zavrniti dostop oz. prisotnost v svojih prostorih predstavnikom IATF in njihovim predstavnikom. 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.

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, ki se naročniku posreduje 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 kakor koli je to morda 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 certifikiranja;
- 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 ustrezno 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 z 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 to storiti skladno s pritožbenim postopkom BV, ki je dostopen na spletni strani BV in se posreduje na naročnikovo zahtevo.

10.1.2 Pritožba se na prvi stopnji praviloma rešuje z lokalno pisarno BV. Če se naročnik ne želi pritožiti direktno v lokalno pisarno, 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, Francija za: Certification Vice President.

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. 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. VELJAVNOST IN SPREMEMBE SPECIFIČNIH POGOJEV

11.1 Ti specifični pogoji za storitve certificiranja v celoti nadomeščajo dosedanje Specifične pogoje za storitve certificiranja, ki z objavo teh Specifičnih pogojev prenehajo veljati.

11.2. 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.

11.3. 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.

11. MODIFICATIONS OF THE SPECIFIC CONDITIONS OF CERTIFICATION SERVICES

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

11.2. 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.

11.3. 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.