

The following terms and conditions shall apply when DNV is providing services related to IATF 16949:

1. General Provisions:

- a) The client shall provide DNV information related to previous and/or existing certification to IATF 16949 before contract signature.
- b) The client shall notify DNV of significant changes.
- c) The client shall not refuse an IATF witness audit of DNV.
- d) The client shall not refuse DNV's internal witness audit.
- e) The client shall not refuse the presence of IATF observers.
- f) The client shall not refuse the request of the certification body to provide the final audit and nonconformity reports to the IATF.
- g) The only use of the IATF logo is as displayed on the certificate or the letter of conformance issued by the certification body. Any other use of the IATF logo by the client is prohibited.

Note: The client may duplicate the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

- h) Quality management system-related consultants to the client shall not be physically present at the client's site during an audit and shall not participate in the audit in any way either directly or indirectly. The client's failure to meet this contractual requirement shall result in audit termination by DNV.
- i) The client shall provide pre-audit planning information to DNV as required by DNV no later than 30 days prior to the scheduled IATF audit.
- i) The client shall notify DNV of its intent to transfer once a legal contract is signed with a new certification body.
- Note 1: This notification may allow the contract to be extended until all transfer activities are complete with the new certification body, which allows the IATF 16949 certificate to remain valid for a maximum of one-hundred-and-twenty (120) calendar days after the recertification audit due date or until the certificate expiration date, whichever comes first. In cases where a transfer occurs at a surveillance audit, the IATF 16949 certificate would be allowed to remain valid for a maximum of two-hundred-and-ten (210) calendar days after the surveillance audit due date.
- Note 2: DNV may have other valid reasons for cancelling the contract or withdrawing the client's certification before the transfer activities are completed.
- k) The client shall work with DNV to resolve open issues related to its transfer to or from another IATF-recognized certification body.
- I) The client shall remove all references to IATF 16949 certification from all internal and external marketing channels including, but not limited to, websites and printed and electronic media when its certification is cancelled, withdrawn, or expired.
- m) DNV shall notify its clients within ten (10) calendar days of any changes in the certification body's ownership status or loss of IATF recognition.
- n) DNV, including all of its sponsored IATF auditors, shall comply with all relevant data protection laws for the respective client jurisdiction and provide sufficient transparency regarding the use of relevant personally identifiable information (PII).

Any violation of provisions a) - I) above shall be considered a material breach of contract and shall lead to appropriate actions by DNV, including, but not limited to, audit termination, audit cancellation, contract cancellation, or certification withdrawal.

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2. Notice of significant changes by a client:

The client shall notify DNV of imminent changes that may affect the capability of the quality management system to continue to fulfill the requirements of the IATF 16949 certification. These include, for example, changes relating to:

- a) legal status
- b) ownership status (e.g., mergers, acquisitions, alliances, joint ventures, etc.)
- c) management structure (e.g., top management, key decision-making staff, etc.)
- d) contact address or location
- e) relocation of the manufacturing processes) or support activities
- f) closure or relocation of a manufacturing site, extended manufacturing site, or a standalone remote support location
- g) scope of operations under the quality management system, including any new locations and/or support relationships to be covered in the certification scope
- h) outsourcing of quality management system processes to other organizations
- i) customer dissatisfaction scenarios that require DNV notification as described in IATF OEM customer-specific requirements (e.g., special status conditions, etc.)
- j) a signed contract with another IATF-recognized certification body.

DNV shall take appropriate actions based on the changes communicated by the client, including special audits. Records of the notification of significant changes and actions taken shall be maintained as a part of the certification records.

DNV has the right to charge clients with any applicable payable fees as per Accreditation Bodies and Scheme Owners requirements.

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