

## Agreement For AS 9100 Certification Client Organization

### Scope:

To assess, through demonstration, the client's ability to consistently provide a product/service that meets their customer requirements; Confirm that all related legal, regulatory, and contractual requirements of the client's operation are identified, documented and met; Review of the internal audit, complaints and management review processes to ensure they are being planned and undertaken effectively, and that the level of implementation of the management system justifies that the client is ready for the Stage 2 audit and resultant certification; To assess the client's effectiveness at enhancing customer and interested parties satisfaction through continual improvement; Planning for the Stage 2 audit, including evaluation of the client's location(s), processes and operating conditions (including risk assessment of any security and safety implications); Confirmation that the client and all relevant personnel are prepared, and available for the audit;

Identification of areas of potential improvement of the management system;

### Estimated Duration\* Initial Certification

\* The audit duration of an Integrated Management System is based on the declared level of integration of the client's management system and may be subject to adjustment on the basis of confirming the level of integration at Stage 1 and subsequent audits.

## TERMS AND CONDITIONS

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### 1. General

Unless otherwise agreed in writing all offers or services provided by Husk Registrars, LLC and all resulting contractual relationships shall be governed by these General Terms and Conditions. These Terms and the Proposal constitute the entire agreement between the Client and Husk Registrars, LLC with respect to the subject matter ("the Contract"). No variation to the Contract shall be valid unless it is in writing and signed by the Client and Husk Registrars, LLC. Where a Certificate is issued to the Client, Husk Registrars, LLC will provide the Services using reasonable care and skill.

### 3. Services

3.1 Subject to the requirements of the Client, Husk Registrars, LLC shall provide the Client with confidential and impartial management system certification services, including quality, environmental, safety, health and other management system certification in accordance with international or national standards ("the Services").

3.2 The Client acknowledges that Husk Registrars, LLC, either by entering into the Contract or by providing the Services, neither takes the place of the Client or any third party, nor releases them from any of their obligations, whether legal, regulatory or otherwise, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client, whether legal, regulatory or otherwise to any third party or that of any third party to Client or under any relevant laws, regulations or codes of practice.

3.3 Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with Husk Registrars certification process.

3.4 Husk Registrars, LLC may delegate the performance of Services to an agent or a subcontractor (outsource) and the Client authorizes Husk Registrars, LLC to

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disclose all information necessary for such performance to the agent or subcontractor, and confirms that such disclosure shall not be a breach of clause 16.

3.5 Husk Registrars, LLC will screen agents when appropriate. This process includes interview, review of criminal records where appropriate and available, gathering of references, passports, driving licenses and any relevant work permits and licenses, including human rights background checks.

3.6 During the course of this Agreement, Client may request or Husk Registrars, LLC may recommend a change in the scope of the Services or Deliverables, to include changes that impact the time or cost of performance or delivery of the Services or Deliverables. Changes to the scope of the Services or Deliverables shall be made only in a writing executed by an authorized representative of both parties. Husk Registrars, LLC shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.

#### 4. Enquiry

4.1 Following your enquiry to Husk Registrars, LLC, you will be requested to supply Husk Registrars, LLC with such information as Husk Registrars, LLC reasonably requires to assess your enquiry, and to provide a quotation for Services and a Proposal.

4.2 Following the provision of this information by the Client, Husk Registrars, LLC shall provide you with a written quotation for Husk Registrars, LLC services specifying the duration and cost involved, and detailing the Services to be provided.

4.3 Once agreed, the Proposal may only be amended with the written agreement of Husk Registrars, LLC.

#### 5. Initial Assessments

5.1 In order to enable Husk Registrars, LLC to adequately assess the Client's applicable standards and compliance to determine whether certification can be awarded, the Client undertakes to:

- Allow Husk Registrars, LLC full access to all work areas, personnel, records and documentation relevant to the application/enquiry;
- Demonstrate conformance to the specified standard;
- Comply with the provisions of clause 6; and
- Nominate a management representative to liaise with Husk Registrars, LLC and advise Husk Registrars, LLC of this nomination.

5.3 If Husk Registrars, LLC is not resolved during the Assessment, it may be necessary to undertake further Visits. Should this be the case, they will be arranged in advance and a written quotation provided. Proposal cannot be amended without written agreement.

5.4 Initial assessments should be completed within 3 months of submission of application unless at the sole discretion and acceptance of Husk Registrars, LLC, client operational circumstances force a delay. The first stage of the audit will normally require repeating if the second stage is delayed beyond 3 months and will be repeated if the delay extends beyond 6 months. If non-conformances are found the client has 60 days to answer the non-conformance unless a written extension is granted.

5.5 Following the Assessment, and any subsequent Visits, Husk Registrars, LLC shall prepare a Report. Any recommendation given in the Report is not binding on Husk Registrars, LLC, and the decision to issue a Certificate is at the sole discretion of Husk Registrars, LLC.

## 6. Obligations of the Client

6.1 The Client shall ensure that Husk Registrars, LLC is provided with all up to date, accurate and relevant information.



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6.2 The Client shall ensure that all product samples, access, assistance, information, records, documentation and facilities are made available to Husk Registrars, LLC when required by Husk Registrars, LLC, including the assistance of properly qualified, briefed and authorized personnel of the Client. In addition, the Client shall without charge, provide Husk Registrars, LLC with suitable space for conducting meetings for the duration of the Services.

6.3 So far as it is permitted by law, the Client acknowledges that, it has not been induced to enter into the Contract in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Contract and, to the extent that it has been it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto. Any conditions or stipulations included in the Client standard form documents which are inconsistent with, or which purport to modify or add to, this Contract shall have no effect unless expressly accepted in writing by Husk Registrars, LLC.

6.4 The Client shall take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the Services by Husk Registrars, LLC.

6.5 The Client may reproduce or publish extracts of the report. Husk Registrars, LLC reserves its rights to lodge a complaint in case of disclosure in breach of this clause or disclosure which Husk Registrars, LLC considers in its sole discretion is abusive or detrimental to Husk Registrars, LLC. The Client shall not publicize details of the way in which Husk Registrars, LLC performs, conducts or executes its operations.

6.6 The Client shall immediately inform Husk Registrars, LLC of any and all changes in their premises, personnel and systems which relate to the Services which may



affect the Client's management system, service, products, process or skills. Any breach of this obligation to inform may lead to the withdrawal of the Certificate.

6.7 The Client shall inform Husk Registrars, LLC of any material change in circumstances or significant incidents (legal action against the Client or substantial change in procedures) following the issue of a Certificate. The Client is also required to inform Husk Registrars, LLC, without delay, of the occurrence of a serious incident breach of regulation within the scope of certification necessitating the involvement of the competent regulatory authority.

6.8 Immediately upon the withdrawal or expiry of a certificate for any reason, the Client shall no longer refer to having the benefit of the certificate, shall remove the certificate as soon as reasonably practicable from all materials including marketing materials and websites, and shall inform any third party who contracts with the Client on the requirement that the Client has such a certificate, that the certificate is no longer held by the Client.

6.9 Certain countries may require licenses, visa or other third-party approval to perform the Services. Client is responsible for obtaining all such required visas, licenses or other third-party approval, including site access permissions to Husk Registrars, LLC and its employees and contractors to ensure Husk Registrars, LLC is fully compliant with all required laws, including local laws of countries where Husk Registrars, LLC is required to enter to perform the Services. Client will obtain all such required documentation in accordance with all laws and regulations. Where Client is unable to obtain a visa, or it requires personal application from the Husk Registrars, LLC agent, then Client is to ensure sufficient time is included prior to deployment. Costs, including time visiting Consulates and Embassies will be charged as per Section 10 and will be in addition to any audit time.

## 7. Certification



7.1 Following a sufficient review of client management system and completion of stage 1 and stage 2 with satisfactory resolution of conformances Husk registrars will determine to proceed with certification decision (or not). Then grant certification then grant certification explicitly covering each certified site. As evidence of certification the Client will be issued with a Certificate, valid for 3 years (surveilled each year) detailing the scope of assessed activities and location.

7.2 Husk Registrars, LLC may at any time refuse certification or revoke, suspend or terminate certification where compliance with the specified standards or this agreement have not been met.

7.3 The Client may promote its certification. Use of Husk Registrars, LLC's corporate name or any other registered trademarks for advertising purposes is not permitted without Husk Registrars, LLC's prior written consent (See Ownership of Husk and Logo Usage; separate document).

## 8. Surveillance, Recertification & Operational Changes

8.1 It is a condition of this agreement that you advise Husk Registrars, LLC in writing, if at any time you no longer comply with this Contract or the specified management standard or make significant changes to your management system including both during the Assessment, or after the issue of the Certificate. You should advise your designated Husk Registrars, LLC contact immediately. This includes: • Legal, commercial, organizational status or ownership; • Change of control; • Organization and management (e.g. key managerial, decision making, or technical staff); • Contact address and sites; • Scope of operations under the certification management system scope; • Substantial litigation; and • Major changes to the management system and processes.

8.2 Husk Registrars, LLC shall make regular visits to the Client's premises to ascertain the continuing effectiveness of the management system. The duration and

frequency shall be in accordance with contractual requirements. The client must remain in good standing.

8.3 Should the Client no longer comply with the certification standards at any time, Husk Registrars, LLC may revoke the Certificate.

8.4 At the end of the 3rd year following initial certification decision and two annual surveillances, your Certificate will be due for re-certification.

8.5 A recertification audit is needed to evaluate the continued fulfilment of all the requirements of the relevant management system standard or other normative documents. At the end of the term of the Certificate, the Client shall no longer hold itself out as having the Certificate and will remove references to the Certificate from its website, marketing materials and literature.

#### 9. Scheme Requirements: Product Conformity

It is a requirement of all product conformity schemes (GMP only) that you advise Husk Registrars, LLC in writing of any knowledge of non-conforming products/services. The Client undertakes to inform Husk Registrars, LLC upon becoming aware of any non-conforming products/services.

#### 10. Entire Agreement

10.1 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject manner.

10.2 Each Party acknowledges that in entering into this Contract it has not relied upon any representation, inducement promise or agreement, whether oral, written or otherwise made by or on behalf of the other Party and which has not been incorporated within or specifically referred to in this Contract, and that no other





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agreement, statement or promise not contained in this Contract shall be valid or binding.

