



# Orion Registrar, Inc. Application For Certification

This Application For Certification between Applicant \_\_\_\_\_  
(Company Name exactly as it should appear on Certificate) and Orion Registrar Incorporated (Orion) for Certification Services in accordance with the following terms and conditions:

## 1. General Conditions:

### 1.1. When used in this agreement the following terms have the following meaning:

- 1.1.1. **Orion:** Orion Registrar, Inc., or ORI
- 1.1.2. **Applicant:** the Company applying to Orion for Certification Services.
- 1.1.3. **Certification:** The decision by Orion that the Applicant Management System, Product Certification System or Program meets the requirements of the specified Standard or Program.
- 1.1.4. **Pre-Assessment or Pre-Audit:** An optional audit to review the Management System or Program for compliance to the applicable requirements.
- 1.1.5. **Stage 1 Audit:** Normally conducted at the Applicant site to determine if Management System is sufficiently documented to warrant the next steps. This audit includes a Document Review of the Applicant's Management Manual and the required procedures. All Areas of Concern identified in this review must be addressed before certification will be granted.
- 1.1.6. **Stage 2 Audit:** Determines if the Applicant has successfully documented and implemented a Management System for the requirements of a specified Standard or Program.
- 1.1.7. **Initial Audit:** Audit for Product Certification that combines the Stage 1 and Stage 2 Audit.
- 1.1.8. **Surveillance Audit:** An Audit conducted at the Applicant's site every six or twelve months. It reviews a portion of the standard and determines if the Applicant has implemented and is maintaining a Management System and/or Product Certification System that meets the requirements of the standard. The first surveillance must be conducted within one year of the last day of the Stage 2 audit.
- 1.1.9. **Recertification Audit:** Conducted every three years for Management Systems or every five years for Product Certification to review if the Applicant has maintained an effective management system for the applicable standard. After successful completion of the Recertification Audit, the process starts over, until the next three-year/five year anniversary occurs. Then another Recertification Audit will be conducted.
- 1.1.10. **Standard:** The recognized commercial, national, or international standard governing Quality Systems, or Quality Management or Medical Device or Aerospace or Health and Safety or Foods or Social Accountability or Environmental Management Programs or other Management Programs, i.e. ISO 9001 or ANSI/ASQ series, or CSA 9000 series, or ISO 13485 or ISO 22000 or ISO 45001/OHSAS 18001, or ISO 20000 or ISO 27001 or AS9100 Series or ISO 14001, ISO 50001, or e-Stewards or R2, or SA8000, or RIOS, SFI Chain of Custody, or PEFC Chain of Custody or BIFMA e3.
- 1.1.11. **Program:** A set of requirements or principles that are not recognized as a standard. Examples are HACCP or Sarbanes-Oxley.
- 1.1.12. **Certificate:** Document issued upon registration to recognize the Management System or Product Certification System that has been audited by Orion and found to meet the requirements of the designated standard or Program.
- 1.1.13. **Quality/Environmental/Health & Safety/Management System:** The documented, implemented, and maintained actions that fulfill the requirements of the Standard or Program.
- 1.1.14. **Product Certification System:** The documented, implemented and maintained actions that fulfill the requirements of the Standard or Program for certification of a product.
- 1.2. An Applicant who is audited by Orion and found to meet the Standard or Program is entitled to hold a Certification Certificate. Certificates are valid for three years for Management System Certification and five years for Product Certification subject to a minimum of one Surveillance Audit per year and subject to terms and conditions of this Application. All certificates are for specific scope and location(s).

## 2. Requirements

### 2.1. Each Certified facility shall:

- 2.1.1. For Management Systems, have documented information as required by the applicable Standard or Program. For Product Certification, have a documented system that addresses the applicable Standard or Program.
- 2.1.2. Document and maintain a Management System in accordance with the Management Standard or Program. For Product Certification, document and maintain a system in accordance with the applicable Standard or Program including implementing appropriate changes when they are communicated by Orion or the Scheme owner. Also for Product Certification, if the certification



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program applies to ongoing production, the certified product continues to fulfil the product requirements.

- 2.1.3. For Management Systems, perform a management review and internal audit of the Management System before the Stage 2. For Product Certification the requirement is if the scheme requires Management Review and/or Internal Audits, these activities must be completed before the Initial Audit.
- 2.1.4. Allow Orion access to all certified locations during normal working hours to assess the effectiveness of the Management Program and or Product Certification.
- 2.1.5. Inform Orion (in writing) of major changes to the organization for the Management Program or Product Certification (e.g., changes of: ownership, management, production capability, location, the Management System Manual or Documentation, or new significant environmental aspects of the Environmental Program, or for the Product Certification modification to the product or the production method) without delay or within 15 working days that affect its ability to conform with the certification requirements.
- 2.1.6. Make claims regarding the certification consistent with the scope of the Certification. Use the Certification Mark/Logos in accordance with Orion's requirements and Copyright requirements of the Mark/Logo as specified in Orion's Certification Regulations and Use of Logos hand-out or as specified by the Certification Scheme. Original Certificates of Certification are the property of Orion. Also does not use its certification in such a manner as to bring Orion into disrepute and does not make any statement regarding its certification which Orion may consider misleading or unauthorized. Plus endeavors to ensure that no certificate or report or any part thereof is used in a misleading manner.
- 2.1.7. Upon suspension, withdrawal or termination of the certification, discontinue reference to the certification in all advertising material or other documents and returns any certification documents as required by Orion. The Applicant shall notify its contracting companies that the certification has been terminated and the Applicant will be required to return the original Certificates to the Orion office, if the original Certificates were not issued electronically. For Management Systems, the certification shall not be used as evidence of product certification, product endorsement, or product approval.
- 2.1.8. Maintain a record of all complaints and remedial actions concerning the Applicant's products or services and make these records available for Orion when requested. For Product Certification, make all necessary arrangements for investigation of complaints. Also for Product Certification, take appropriate action with respect to such complaints and any deficiencies found in product that affect compliance with the requirements for certification.
- 2.1.9. Allow Accreditation Bodies, Program Representatives, and Regulatory Agencies access for Witness Audits of Orion and oversight programs of Orion.
- 2.1.10. Comply with the applicable requirements of the Standard or Program. In addition, for Product Certification, comply with the requirements for certification and to supply any information needed for evaluation of products to be certified.
- 2.1.11. Comply with the Orion Certification Regulations. To review the Certification Regulations please visit [www.orion4value.com/process/regulations](http://www.orion4value.com/process/regulations).
- 2.1.12. Have the right to object to the assignment of a specific Auditor, and may request that a different Auditor be assigned except for Aerospace Certification (AQMS Standards).
- 2.1.13. Shall disclose to Orion any classified material or export control requirements related to Orion's access for auditing and also appropriate disclosure is accomplished to applicable aviation, space and defense clients.
- 2.1.14. For Aerospace Certified Companies (AQMS Standards), provide copies of the audit report and associated documents/records to their customers and potential customers, upon request, unless justification can be provided (e.g., competitor confidentiality, conflict of interest). The organization may provide access to this data through the OASIS database or by providing the audit report directly to the customer.
- 2.1.15. For PEFC CoC Certification, provide information to the PEFC Council or a PEFC National Governing Body as requested.
- 2.1.16. For e-Stewards Certification the additional provisions below are applicable:
  - 2.1.16.1. Permit unannounced audits, including special surveillance audits by Orion and/or the e-Stewards Program Administrator.
  - 2.1.16.2. Allow Orion to share any audit or certification related information with the e-Stewards Program Administrator during or after the contract period.
  - 2.1.16.3. Allow the e-Stewards Program Administrator to witness any audit activity.



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- 2.1.16.4. Shall execute a License Agreement with the e-Stewards Program Administrator prior to receiving certification (Certification Certificate) for e-Stewards.
- 2.1.16.5. All Recycling facilities which process, manage or control electronic equipment and are owned or controlled by the Applicant shall be included in the Orion Application for Certification (contract) for certification within 18 months of the certification of the initial facility for the specific country.
- 2.1.16.6. All Ancillary Sites which are owned or controlled by the Applicant shall be included and managed appropriately in the scope of the management system.
- 2.1.16.7. The agreed degree of the level of integration of management system for the application of IAF MD 11.
- 2.1.17. For SN 9001 only:
  - 2.1.17.1. The client must report to Orion each time it has an event each season a Post-Event Audit is required, until Orion is able to conduct a Post-Event Audit. This reporting must include the city and state of the event. Orion will track the events to initiate scheduling of Post-Event Audits.
  - 2.1.17.2. At the beginning of each snow season when a Post-Event Audit is required, the client is responsible for reporting to Orion the number and locations (address, city and state) of its snow and ice management services clients. This allows Orion to calculate the required number and location (by state) of the properties for the Post-Event Audit, and to estimate the time needed to complete the Audit. Orion tracks this for use when initiating scheduling of Post-Event Audits.

### 2.2. Orion Shall:

- 2.2.1. Perform Pre-audits, Stage 1 Audits, Stage 2 Audits, Corrective Action Audits, Audits, and Recertification Audits, as applicable, to the requirements of the Orion Quality Manual. Orion shall issue reports after each audit. Orion maintains ownership of all its reports and certification documents. The Applicant may reproduce an Orion report or certification document, but only the entire report or certification document, as issued by Orion or as specified in the Certification Scheme. For Product Certification Systems, the Initial Audit replaces Stage 1 and Stage 2. For SN 9001, Orion also performs Post-Event Audits.
- 2.2.2. Maintain and make available a listing of Certified Companies. This list shall include their name, location, certification, and date of certification expiration.
- 2.2.3. Maintain all information pertaining to the Applicant (other than specified in 2.2.2) confidential and not release any information without written permission of the Applicant except as required by Standard or Program requirements and/or required by law. Examples of Standard or Program legal release of information are:
  - 2.2.3.1.1. Information for the OASIS Data base for AS9100, AS9110, AS9120.
  - 2.2.3.1.2. Information required by BAN for e-Stewards Standard.
  - 2.2.3.1.3. Information required by GRSO for the RIOS Standard.
  - 2.2.3.1.4. Information required by SAAI for SA8000.
  - 2.2.3.1.5. Information required by SFI for SFI Chain of Custody or Fiber Sourcing.
  - 2.2.3.1.6. Information required by PEFC Council or PEFC National Governing Body for PEFC Chain of Custody.
  - 2.2.3.1.7. TL measurement data submitted to the Measurement Repository System
  - 2.2.3.1.8. Other, information or data that is required by a Program or Standard to be posted or sent to a specific organization.
  - 2.2.3.1.9. Records requested by applicable Accreditation Bodies or Regulatory Agencies in writing concerning specific program or problems
- 2.2.4. Information may be shown to Orion's Accreditation Bodies or Regulatory Agencies who may review this information as part of a standard Compliance Audit of Orion.
- 2.2.5. Comply with all Applicant's rules and regulations while at the Applicant's facilities.
- 2.2.6. Comply, in all activities, with applicable accreditation body's requirements, and Orion's Quality Manual, Certification Regulations, and procedures.
- 2.2.7. When the desired scope of certification is related to a specific system or type of system operated by Orion, any needed explanation shall be provided to the Applicant. Also, if requested, additional application information shall be provided to the Applicant.

### 2.3. Other Requirements:

- 2.3.1. This agreement shall be governed by the laws of the State of Colorado.
- 2.3.2. The Applicant shall pay Orion upon demand the cost of all activities wherever conducted as referred to in this Application for Certification based upon Orion fixed quotes or fee schedule which is incorporated herein by reference and which may be modified from time to time. Applicant agrees



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expenses incurred by Orion in collecting any unpaid account of Applicant shall include reasonable attorney's fees and default interest in amount of 21% year on any unpaid balance over 60 days from the billing date, and collection fees.

- 2.3.3. Invoices issued in accordance with 2.3.2 shall be paid within 15 days of billing date. Any account not paid within 60 days after the date of billing will be cause for revocation of certification. Certification Certificates will not be released until payment are received by Orion for performed audit activities.
- 2.3.4. Neither Applicant nor Orion shall be responsible or liable for delay or failure to perform in accordance with 2.1 or to be performed on its part if such delay or failures are due to bombings, invasions or other acts of war by either armed forces of the United States or any other nation or nations, insurrection, strike, earthquake, fire, flood, or acts of God or actual inability to obtain materials or personnel to perform services, or other conditions beyond reasonable control of Orion or Applicant whether of the kind of nature specified herein or otherwise.
- 2.3.5. Applicant agree to hold Orion, its members, officers, employees, brokers, agents, representatives or Advisory Board/Committee to Safeguard Impartiality harmless for any claims for personal injury, death or property damage that occurs while Orion personnel, its agents or representatives are lawfully on Applicant's premises, provided such injury, death or damage is not the result of negligence or willful misconduct on the part of Orion's personnel, agents or representatives.
- 2.3.6. Except for sole simple or gross negligence on the part of Orion, its personnel, agents or representative, Applicant hereby relieves Orion, its member, officers, directors, employees, agents, brokers, representative or Advisory Board/Committee to Safeguard Impartiality from any liability to Applicant arising out of or connected with certification or the issuance or denial of certification or the revocation or cancellation of same under the condition herein set forth.
- 2.3.7. If Applicant is aggrieved by any ruling, determination or action of Orion in any manner relating to certification or denial of certification pursuant to the provision of the Application, Applicant shall within sixty (60) days notify the President of Orion. If resolution is not obtained, the Applicant may appeal to the Accreditation Agency or Regulatory Agency.
- 2.3.8. For financial matter of companies located in United States of America, the parties hereby agree to submit all controversies, claims, and matters of difference arising as a result of this application or the transactions contemplated hereby to arbitration according to the rules and practices of the American Arbitration Association from time to time in force. Such arbitration shall be conducted in Denver, Colorado. This submission and agreement to arbitrate shall be specifically enforceable. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent, and in the manner, provided by Colorado statute. All awards may be filed with the Clerk of the Denver District Court for the State of Colorado, as a basis of judgment and of the issuance of execution for its collection and, at the election of the party making such filing, with the clerk of one or more courts, state or federal, having jurisdiction over the parties against whom such award is rendered or his property. For companies located outside the United States of America all controversies, claims, and matters of difference arising as a result of this application or the transactions contemplated hereby to an agreed venue to both parties
- 2.3.9. Any statutes of limitation notwithstanding, Applicant expressly agrees that its right to bring or assert against any claims, demands, or proceedings whether in arbitration or otherwise shall be waived unless (a) notice is received by Orion within thirty (30) days after the Applicant has notice of or should reasonably have been expected to have had notice of the basis for such claims; (b) arbitration if any, based on such claims or demands of whatever nature is commenced within one (1) year of the notice to Orion.
- 2.3.10. This Application shall become a contract between Applicant and Orion upon its acceptance in the space below it being mutually agreed that this instrument, upon such acceptance, contains all, and the only agreements between Orion and Applicant, and that no broker or agent or representative of either party has made any statements, representations or agreements, orally or written, modifying, contradicting, or adding to these terms and conditions. All modifications to this Application shall be in writing and signed by the Applicant and Orion.
- 2.3.11. Except as otherwise noted herein, both Orion and Applicant may terminate this agreement, without cause, upon written notice to the other party of such termination at least thirty (30) days prior to the date of such termination with the exception that accrued fees shall be payable with the terms thereof.
- 2.3.12. Specific Audit Activities will be agreed upon by the Applicant by signing the "Client Activity Assignment Transmittal." After approval of the Audit Activity, if the Audit Activity is cancelled by the Applicant a cancellation fee will be charged for late cancellations. The cancellation fee of 25% of

