



# APC Technology Group Quality Terms of Purchase

## Terms and Conditions of Procurement

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**2.0 Scope**

- 2.1 This document confirms the quality assurance and quality control requirements required from suppliers to APC Technology Group Ltd and hereinafter is referred to as APC. APC requires that each supplier must comply with the quality requirements within this document; and maintain a formally documented and effective management system to ensure product and service compliance.
- 2.2 The following requirements are additional to the details on an APC Purchase Order (the latter focuses on, but not limited to product quantity, logistics, part descriptions, special process references, packaging, etc.).

**3.0 Purpose**

- 3.1 To establish and confirm a supplier’s quality management system requirement capability for supplying materials, goods and services that have a direct impact on the specification and or performance of APC.

**4.0 Related Documents/Terminology**

The following documents are internal to APC and may be available upon request:

| Procedure  | Procedure Subject      |
|------------|------------------------|
| APC Ref 14 | Purchasing             |
| APC Ref 10 | Non-conforming product |
| APC Ref 11 | Preventive action      |
| APC Ref 13 | Purchase order receipt |

**5.0 Approval Requirements**

- 5.1 Suppliers shall as the terms so required, manufacture, service, release and deliver all products in accordance with the Purchase Order and all requirements identified therein (to include legal compliance).

APC require its suppliers to be certified against AS EN 9100 and or AS EN 9120 (current issue) when contracted for aerospace/defence/space product (within most contracts AS EN 9100 and or AS EN 9120 is a APC customer driven contract requirement). If a supplier’s business is less than 50% aerospace/defence/space, the APC expectation is that a supplier must be certified against ISO 9001 (current issue) as a minimum for product manufacture and or supply.

If the supplier is a test and or calibration laboratory, the supplier must be ISO 17025 or AS6081 accredited by UKAS (United Kingdom Accreditation Service) and or an equivalent internationally recognised national body. Supplier’s that do not comply with the above may continue to be used by APC, provided the supplier’s Quality Management System complies with the requirements of this document and has been formally approved by APC management. All certification awarded must be accredited by UKAS (or similar notified body under the mutual recognition agreement (MRA) for international accreditation – refer to European Accreditation – EC notified bodies).



- 5.2 All products shall be manufactured strictly in accordance with the purchase order (and technical specification provided for the product). The delivery of incomplete products/shortages is not permissible unless specified on the purchase order and or by written authority of APC.
- 5.4 When required, a supplier manufacturing a product on behalf of APC, the supplier may only use Special Process Suppliers who are APC approved. A complete list of APC approved Special Process Suppliers can be supplied on request (see section 19.0).
- 5.5 Material Stockists/Distributors/Franchised Distributor shall hold as a minimum ISO 9001 (at the current issue) Certification (appropriate scope for Stockist Scheme Certification) and or AS EN 9120 (as noted above). As a minimum, items shall only be procured directly from the manufacturer or approved distributor/franchised distributor.

Note: Documentation and data supplied with the purchased item shall ensure that full traceability of the purchased item is maintained, thereby confirming that the purchased item conforms to specification and was actually produced by the designated manufacturer (objectively).

- 5.6 In the event that a supplier has its approval against AS EN 9100, AS EN 9120 and or ISO 9001 suspended by the certification body or cancelled by the supplier, the supplier must immediately inform APC in writing stating reason/status of withdrawal and any associated explanation for remedial action.

**6.0 General**

- 6.1 Enquiries concerning the content of this document and other referenced documents, or requests for additional copies should be referred to the APC purchasing representative responsible for the issue of your Purchase Order (refer to Purchase Order and or associated email).
- 6.2 The APC purchase order content and other APC documentation may be used to provide both existing and potential suppliers with visibility of the current APC quality standards and expectations for the requirements.
- 6.3 It is the policy of APC to supply products and services, which result in, or contribute to compliance and safe conditions for its customers and the end-users of such products and services. In furtherance of this policy, Suppliers shall establish controls and procedures that ensure that the attention necessary for the achievement of this objective is objectively provided throughout the production in support of their products.
- 6.4 Suppliers are required to comply in full with the contents of this document. If a supplier cannot comply with any portion of this document, then the supplier must advise APC in writing. APC will review the supplier request and advise the supplier of the results in writing. The supplier is responsible for keeping all related documentation on file at their facility for reference. No deviation from this document is acceptable in advance of formal agreement to do so in writing from APC. Such formal agreement must be retained by the supplier for reference.
- 6.5 Verbal agreements between APC and contracted parties are never acceptable. They must always be supported in writing.
- 6.6 Suppliers shall maintain APC specifications and other Standards to at the latest issue and shall review the issue status of specifications on receipt of a Purchase Order and or at least once within a six month period (particularly for repeat contracts).
- 6.7 Suppliers will ensure that persons are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behaviour, in order to meet legislative, company or other recognised best practice requirements
- 6.8 Suppliers are required to comply with flow down applicable information including all customer specific requirements, corrective action requirements and plans and processes to prevent counterfeit and suspected unapproved parts.

**7.0 Business Quality Improvement Objectives**

- 7.1 Suppliers are expected to have plans to achieve Business improvement as part of their continuous improvement programme within ISO 9001 and or AS EN 9100.
- 7.2 APC is dedicated to continuous improvement in the Quality and integrity of its services and to the satisfaction of its customer requirements and expectations. Supplier’s contribution to this approach through the quality and reliability of their products and services is a prerequisite.
- 7.3 The supplier shall demonstrate continuous improvement based on pro-active loss-prevention, root cause analysis and effective timely corrective action.

**8.0 Organisation**

- 8.1 Any change to the management representative responsible for Quality Management System and or inspection within the supplier’s organisation (or group ownership) shall be communicated to APC. Changes to premises shall be notified sufficiently in advance to APC.

**9.0 Purchase Order/Documentation Issue Control**

- 9.1 Purchase Order amendments shall be subject to review by APC prior to acceptance. The review shall ensure that copies of all processes and specifications quoted within a Purchase Order are available, and that, where a supplier is unable to carry out any operations, approved sub-contractors may be identified.

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- 9.2 Where a supplier has more than one site, every site used to produce product for shipment direct to APC must have APC approval.
- 9.3 APC shall be afforded the right of entry to verify at source and or upon receipt that purchased product conforms in all respects to specified requirements. This action shall not absolve the supplier of the responsibility for the compliance and quality of the delivered product nor preclude its subsequent rejection should other quality issues arise at a later date/time.
- 9.4 Where the use of a sub-contractor is permitted, the identification and selection shall form part of the initial APC contract review. Suppliers may consider/use a sub-contractor suitable given the following circumstances: *The sub-contractor is currently approved by APC and or an APC customer (as confirmed in writing to the supplier by APC).*
- 9.5 Suppliers are responsible for ensuring the flow down of applicable sections of this document and related purchase specifications to its sub-contractors.
- 9.6 Suppliers must reference where a sub-contractor is used for the contract specification on all Purchase Orders issued (providing the necessary copy documentation and data provided from the sub-contractor).

**10.0 Procurement of Components**

- 10.1 Failure of components can have major effects on airworthiness, safety, reliability, operational integrity – with related cost impact. All parts are therefore termed “controlled” and or “critical” within the APC contract should be treated as such (bonding requirements may be appropriate and or necessary), to also include Foreign Object Debris (FOD) requirements with reference to in-process controls.
- 10.2 Any component, which is sourced, and has the manufacturer identified on the Bill of Material (BOM) may only be purchased from that supplier or their approved agent. Suppliers must not source parts from non-approved sources (APC cannot and will not accept non-originally manufactured product).
- 10.3 Where a Supplier wishes to change the source of a component, the Supplier shall request permission to make the change from APC.

NOTE: Identification of a supplier on a controlled BOM does not automatically approve them for use. It is the supplier’s responsibility to check that any sub-contractor and or product is correctly approved prior to use (objective evidence for audit purposes is required).

**11.0 Control of Non-Conforming Material**

- 11.1 The supplier shall have no discretionary power to deviate from the specification requirements as detailed with Purchase Order (and supporting documentation). Concessions will only be accepted on receipt from the Supplier of a full “root cause analysis” report detailing the issues and evidence of preventative action. Parts subject to concession must not be delivered to APC until APC approves a concession.

Note: Concessions are normally only issued to Suppliers when a product is non-conforming, and the non-conformance does not affect fit, form or functionality.

- 11.2 No rework shall be permitted on identified non-conforming product without written approval from APC. Manufacturing records shall clearly record the operation and the results achieved, should re-working under a concession be approved.
- 11.3 Where the supplier has any reason to suspect non-conformance of any delivered product, then the supplier must immediately notify APC.
- 11.4 Scraped (or non-conforming) components must be physically damaged beyond repair prior to actual disposal (to prevent mixing with conforming product of the same/similar type/model). The APC management representatives (or their customer) may require a report from the Supplier and or witness by inspection and of process of damage and or disposal.

**12.0 Rejections after Delivery**

- 12.1 The Supplier shall be notified of non-conforming supplies found after delivery. APC will contact the supplier and issue a Non-Conformance Report (NCR) against the parts prior to return.
- 12.2 Following receipt of an NCR notification the Supplier shall take immediate containment action. The action shall include inspection of supplier stock or work in progress. The supplier shall investigate the root cause of the problem and provide corrective action to prevent recurrence. The findings, corrective action and effective date shall be to the satisfaction of APC.

**13.0 Supplier Monitoring**

- 13.1 All Suppliers shall monitor the quality and delivery performance of product delivered to APC. In addition each supplier’s quality and delivery performance is continually monitored by APC. Suppliers whose performance does not achieve and maintain an acceptable level shall be formally notified of their supplier status and may be required to implement improvement actions accordingly. Failure to improve or respond positively to an APC NCR may result in the withdrawal of supplier approval by APC.

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**14.0 Records & Archives**

- 14.1 All (product and quality) records held by Suppliers shall be legible and identifiable to the product involved as purchased. Records shall be stored and maintained to ensure they are readily retrievable within facilities and media that provide a suitable environment to minimise deterioration or damage and to prevent loss. Records that have been backed-up (computer drives and media) shall be available for evaluation by APC staff until such time as APC authorise disposal of the same in writing.
- 14.2 Documentation and on printed paper format applicable to APC shall not be amended with correction fluid. A single wet ink line shall delete any revisions and or correction of errors and will be accompanied by an approval/amendment signature, initial and date (traceable to an appropriate technical approval level).
- 14.3 Should a supplier cease trading with APC, quality records shall still be maintained until disposal is authorised by APC. If the supplier ceases trading completely, or is unable to maintain the records, APC must be informed so that alternate arrangements can be made to store the records (the terms of this document will be applicable and transferable to any interested party associated with the Supplier).
- 14.4 All records and archives with reference to APC products, as purchased, shall be retained by the Supplier for a period of 25 years unless otherwise agreed with APC.

**15.0 Certificate of Conformance**

A Certificate of Conformity (C of C), which shall include sufficiently technical information to enable the item to be correlated to the supplier and must accompany supplies submitted as provided to APC. Certificates and supporting documentation will be identified by Purchase Order/Contract number and shall include the following information:

The Certificate shall include a statement of conformity individually signed by an authorised signatory of the Supplier and shall be as stated below or similar words, subject to agreement by APC.

*We (name of the supplier) hereby confirm that the whole of the supplies detailed hereon have been manufactured, inspected and tested and conform in all technical and integrity respects with the requirements of the contract order/specification.*

*(signed by: authorised \*\* person from the Supplier)*

Note: \*\* On request, the Supplier shall be able to demonstrate to the satisfaction of APC that the nominated authorised signatory has controlled usage of the authority (with the technical competence demonstrated by qualification and experience supported by validated CV claims).

Where the Supplier utilises an automated system for generation and or authorisation of certificates/records, then those systems shall be subject to robust management and security controls approved by APC to protect the integrity of the certification process.

The Supplier shall ensure completion of all requirements of the purchase order prior to delivery including all processes. Deliveries of goods that do not fulfil the purchase order requirements will not be accepted. The Supplier is responsible for providing a C of C that confirms that the products, processes, and or services furnished meet the requirements for lot, of each shipment, of the APC Purchase Order. The C of C must have at a minimum the following:

- a) Consignees name and address
- b) Consignors name and address
- c) Reference number and date of the certificate
- d) Description and quantity of supplies
- e) Related specification or drawing numbers and issue (as appropriate)
- f) Identification marks and serial numbers (as appropriate)
- g) Manufacturing lot no. or traceability reference (works order/batch number)
- h) Any limitations/Shelf Life Expiry dates (as appropriate)
- i) Signature(s) of \*\* approval (for inspection/release)

When the purchase order and or applicable documents do not specify a method of packaging and preservation, it is the supplier’s responsibility to assure that product is preserved and packed using methods and materials that will assure that it arrives damage free to APC (packaging to be compliant with legal and environmental requirements for the product destination country).

**15.1 Preservation:** All Electrostatic Discharge (ESD) sensitive components or Devices must be preserved by the supplier using appropriate ESD packaging materials, and stored under conditions recommend by the product manufacturer.

**15.2 Packaging:** The method of packaging must:

- a) Prevent damage or deterioration in transit
- b) Permit safe handling on arrival (ESD considerations and warnings)
- c) Ensure that all necessary warnings are completely visible

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- d) Ensure the shipping address, supplier name, quantity and part number(s) are visible (with reference to delivery documentation provided).
- e) Ensure that the packing list, quality documents, and other important information are enclosed (or securely fastened and visible to Customs authorities when necessary).
- f) Ensure packaging materials information is defined in compliance with legal and environmental regulation
- g) Ensure all transit documentation and data is provided in advance with due consideration to HMRC/AEO (authorised economic operator for customs)

**15.3 First Article Inspection Report (FAIR)**

When a FAIR is required with the goods to demonstrate compliance with all the procurement Specifications detailed in the design package the following must apply: First Article Inspection Reports shall be in accordance with AS EN 9120 and or as instructed by APC.

A copy of the FAIR shall be supplied with the product unless otherwise stated. The supplier shall retain the FAIR as a quality record and they shall not be disposed of without the written permission of APC.

This shall not absolve the supplier of the responsibility for the quality of the delivered product nor preclude its subsequent rejection should other quality issues arise.

**15.4 APC right of access**

Any person authorised by APC, including the Customer or Regulatory Authority, shall not be unreasonably refused permission by the supplier to enter any works, warehouse or other premises under the supplier’s control for the purpose of surveillance or inspection of any tools or materials procured or used for the manufacture of the goods or process of manufacture on the completed goods themselves before dispatch.

**15.5 Business continuity planning**

APC advises each of its suppliers to have a written business continuity plan to cover disaster recovery with the responsibilities and actions to be executed in the event of an emergency defined; with particular reference to emergencies that may affect product deliveries and or services to APC.

**15.6 Change Control**

Uncontrolled change within the supply chain has a major impact on the efficiency of APC to services their customers. It is crucial therefore that all change, no matter how trivial they may appear, is assessed for potential risk and then subject to mitigating actions and control.

Changes can occur in three ways:

- a) Change to the manufacturing location, either within a supplier or between suppliers.
- b) Changes to components, materials and or products.
- c) Changes within the company’s stores department, Storage and dispatch method, including machines, people etc.

The control mechanism for these is as follows.

- a) Changes to the manufacturing location shall be notified to APC.
- b) Changes in components and materials shall be raised with the APC (contact buyer) responsible for the purchase order. The APC buyer shall take the appropriate action within APC and inform the Customer. The supplier must not progress with any changes to the component without written agreement from APC.
- c) Changes within the Company’s stores department shall be controlled as follows:
  - i. All changes to components storage location shall be subject to a documented risk review prior to being carried out.
  - ii. Staff changes within the company’s stores department must be fully trained and supervised until level of competence is assessed and approved as competent.
  - iii. Changes to the Stock control computer system, must be documented, risk assessed, audited and checked after changes for example, new operational software is introduced or updated.

All documentation relating to point 3 must be kept indefinitely and made available to APC on request in writing with reasonable notice following an NCR with relation to supply quality problems.



**15.7 Traceability**

All parts shall be clearly traceable back to the original manufacturer of the parts. Where the supplier has purchased a component or assembly, they shall have a copy of the original manufacturer’s certificate of conformance.

All components and assemblies shall be traceable to the original material identification. The traceability system must facilitate the rapid identification of any part delivered and suspected of being defective. Containment action must be implemented immediately to protect the customer on any defects found that affect quality of the product. All records in relation to APC must be kept indefinitely and shall be made available to APC upon request

**15.8 Special process requirements (Ref. section 19.0 of this document for requirements)**

Any special process supplier must be AS EN 9100 or ISO 9001 approved or meet the requirements outlined in section 19.0, Special Process Suppliers, of this document. The supplier performing the special process must certify that all applicable requirements have been met.

**15.9 Manufacturing & Process Control**

Adequate, clean well-maintained facilities shall be provided to enable products to be consistently produced in accordance with the requirements of the APC order.

Suppliers shall establish a procedure detailing the general workmanship practices for the prevention of Foreign Object Damage.

Suppliers must not omit any part of any specification except when defined on the purchase order or covered by a non-conforming report authorised by APC.

Suppliers providing shelf life/use by items shall ensure they are correctly labelled with shelf-life expiry and suitably packaged. Unless required by APC, no shelf-life items within 6 months of expiry with the exclusion of Solder Paste shall be accepted by APC.

Suppliers are expected to establish procedures for identifying adequate statistical techniques for determining process capability of key characteristics, especially when these are identified on the documentation. Such techniques shall demonstrate management ownership and responsibility and be based on recognised industry models.

Where the supplier uses a sample inspection plan as a means of product acceptance, the plan shall be predicated on industry recognised models, statistically valid and shall preclude the acceptance of known non-conforming product. Documented procedures and records to demonstrate this shall be available.

All parts supplied to APC shall be identified in accordance with the requirements of APC. Suppliers shall maintain records to identify the materials used and the processing history of each batch of parts supplied to APC. A lot and or serial number that facilitates all associated records to be retrieved shall be identified against each batch.

**15.10 Inspection Reports**

The supplier is required to maintain and provide upon request all inspection records. The records must be at a minimum based on an established/recognised sampling plan (refer to IEC/ISO). When requested within the contract, reference to the requirements of IECQ 03-1 should be referred.

**16.0 Source Inspection**

16.1 Source Inspection will be used by APC to help develop a new supplier, or a supplier that is having quality issues. Source inspection at a supplier’s site will be imposed by a letter issued from APC to the supplier. In the event APC imposes source inspection, only APC can remove or waive source inspection.

APC may also use out-sourced inspectors to perform in process checks at a supplier premises, process audits at a supplier, or corrective action development, or follow up when necessary and agreed with the supplier (this is usually for critical and or special inspection associated with FOD). APC will select a UKAS and or other approved inspector.

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**17.0 Concessions/Permits**

17.1 If a supplier’s quality system discovers a non-conformance to the APC Purchase Order, the supplier can submit a request for a concession to the APC management representative. The supplier can use the table below to determine when a concession is needed.

| Option/Issue   | APC Approval/Concession Required |
|--|----------------------------------|
| *Rework the non-conformance prior to shipment                                    | No                               |
| Scrap and re-place   | No                               |
| Request to use the product as is (where fit form or functionality is unaffected) | *Yes                             |
| Request to repair the non-conformance  | *Yes                             |

Requests to use as is, or repair a non-conformance, must be processed using the suppliers own concession request form and signed by APC (management representative).

\*Rework must return the part to full compliance and specification (without exception).

Note: The supplier is not authorised to dispatch items requiring concession until s/he has been informed of the applicable APC Concession Number and the supplier has a copy of the approved concession. This Concession Number must appear on the Certificate of Conformity, each time a delivery is made from the batch that has been approved under Concession (without exception).

**18.0 Corrective Actions**

18.1 If APC undertakes a supplier audit and identifies a non-conformance, a request for corrective action will be issued to the supplier by APC. Corrective actions for issues found during an audit will be documented. Before an audit will be confirmed as closed, all issues must be answered by the supplier and accepted by APC.

**19.0 Special Process Suppliers**

19.1 APC uses AS EN 9100, AS EN 9120, IECQ 03-1 or ISO 9001 approved special process suppliers. In addition to AS EN 9100, AS EN 9120, IECQ 03-1 or ISO 9001 approval the special process supplier must demonstrate the ability to satisfy all applicable requirements. Failure to satisfy any requirement will prevent APC from using that supplier.

19.2 APC considers the following to be special and or critical processes:

- a) ESD assembly (electro-static aware)
- b) Soldering/brazing (all electrical joints)
- c) Dry wire crimping (crimp tool calibration)
- d) Sheet metalwork (with reference to welding)
- e) Anodizing/plating (other treatments)
- f) Conformal coating/painting/powder-coating
- g) Non-destructive testing (NDT)

**20. Distribution (appropriate access of this document)**

**Internal**

- a) APC (quality and purchasing departments)

**External**

- b) All APC suppliers, supplying against Defence/Aerospace and related contracts (as identified by APC)
- c) APC Customers (on request)
- d) Auditors from Certification Bodies (on request)