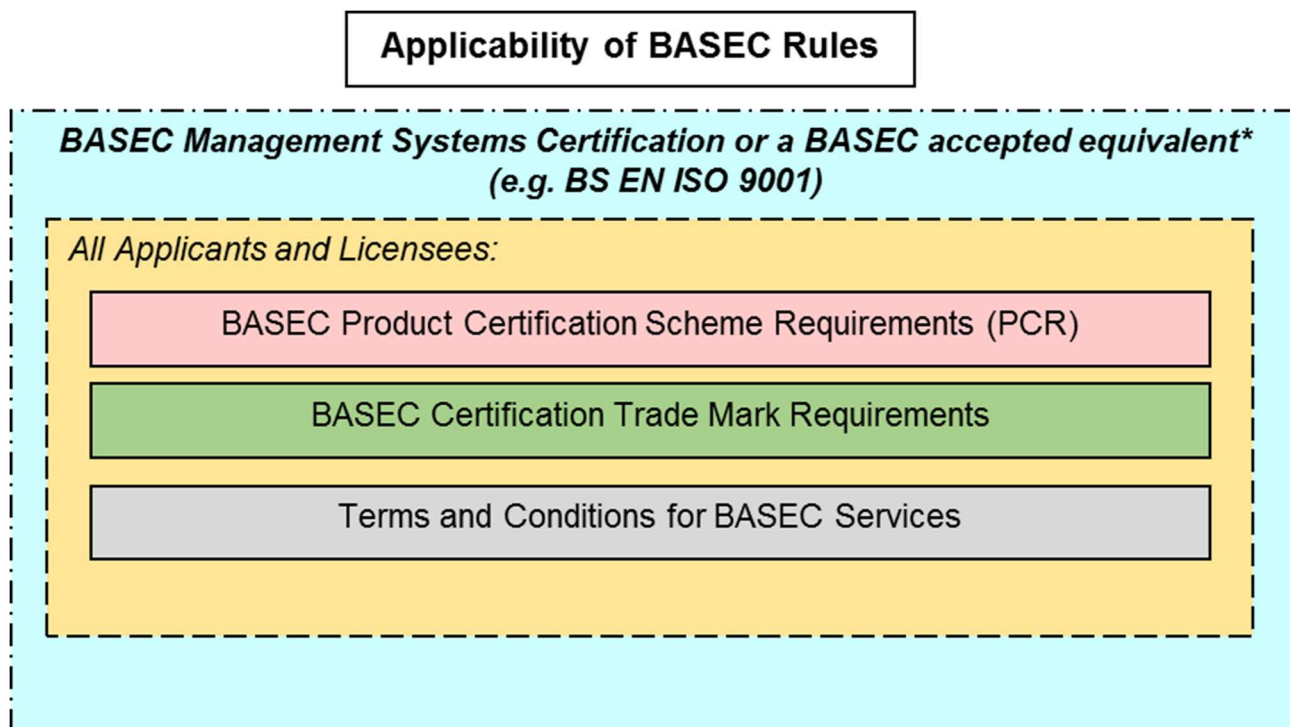


3.0 BASEC's PCR SCHEME RULES AND REQUIREMENTS

3.1 RULES AND REQUIREMENTS RELATIONSHIP FRAMEWORK

The following diagram sets out the applicability of BASEC's Scheme(s) Rules and Requirements and procedures to Applicants and Licensees for the Product Certification services provided.



Note* This must be an Accredited Certification Body with its accredited scope covering wire and cable manufacturing and which has been accredited by a direct member signatory of the IAF Multi-Lateral Agreement.

3.2 MANAGEMENT SYSTEM CERTIFICATION MINIMUM REQUIREMENTS FOR PRODUCT CERTIFICATION

All Applicants and Licensees must hold valid Management Systems Certification to the current version of ISO 9001 for their production, warehousing, storage and administration facilities at each location involved in the production, supply or distribution of finished product.

Applicants or Licensee may be certified to the current version of ISO 9001 by BASEC, or alternatively by another certification body [See Note * above]. In the latter case, BASEC may take this certification into consideration where appropriate.

All Applicants and Licensees shall, by means of an audit undertaken by BASEC, demonstrate conformance with any additional requirements as set out within Section 8 of the full PCR document.

3.3 BASEC PRODUCT CERTIFICATION SCHEME TRADEMARKS

The Rules and Requirements governing the use of BASEC Trademarks by the Licensee with respect to Product Certification are defined within Clause 7 of the full PCR document.

4.0 PRODUCT CERTIFICATION SCHEME RULES, PROCEDURES AND REQUIREMENTS

These Rules and Requirements set out BASEC's approach to the Certification of products and for licensing the use of its Certification Trademarks.

In order to be eligible for Product Certification, the issue of Certificates and the right of a Licensee to use BASEC's Certification Trademarks it is required that the organisation achieves and maintains certification by BASEC to PCR Section 8 for the applicable locations and activities.

Note: PCR Section 8 incorporates all the individual requirements of the current version of ISO 9001 and promotes an approach to continuous improvement as recommended within the current version of ISO 9004.

4.1 THE PRODUCT CERTIFICATION SCHEMES

The Top Management of BASEC is responsible for establishing the Policy and Rules of the Product Certification Schemes.

The Top Management of BASEC is the sole authority through which Product Certification may be granted and any Certificate extending a license to use BASEC Certification Trademarks issued. This authority may be delegated to the Chief Executive and BASEC staff for day-to-day operations.

4.2 ELIGIBILITY FOR PRODUCT CERTIFICATION AND TRADEMARK LICENSING

Certification to the BASEC Product Certification Schemes, and the right to use Certification Trademarks as set out above is available only to organisations operating within any of the following areas of scope:

- 4.2.1 The manufacture and sale of insulated wire, cable and cable accessories; and,
- 4.2.2 The manufacture and sale of components, materials or equipment associated with the manufacture and / or sale of insulated wire, cable and cable accessories.
- 4.2.3 Having manufactured for sale, by a BASEC Licensee, insulated wire, cable and cable accessories that carry the BASEC Certification Trademarks and branded with the rebranding manufacturers name or trademark.

4.3 PRODUCT CERTIFICATION SCHEMES, SCOPE AND GENERAL REQUIREMENTS

4.3.1 BASEC currently manages a portfolio of separate Product Certification Scheme(s).

The schemes are currently individually designated for example Scheme A, Scheme B, Scheme C, Scheme E, etc.

The historic Scheme C has been replaced with a Scheme C which covers Control cables. The historic Scheme D has been replaced with scheme D for Data communication cables. Schemes H and J have been added.

All active Schemes are listed in the Index to the PCR document and the conformance requirements are set out within section 8 of the PCR.

4.3.2 These Rules and Requirements when read in conjunction with the individual Product Certification Scheme requirements define the responsibilities and obligations of BASEC as the certification / licensing authority and of the Applicant for Product Certification or the Licensee.

4.3.3 Applications for Product Certification should provide evidence of their Organisation's Management Systems conformance with the current version of ISO 9001. Management Systems certification must either be through BASEC or a BASEC accepted equivalent (Refer to the note to Section 3.2 of this document).

It is **not** possible to issue Certificate(s) or use BASEC Certification Trademarks until such Management Systems certification, acceptable to BASEC, is held for the respective facilities.

4.3.4 Applicants can apply to BASEC for both Management Systems certification and Product Certification at the same time. In such an event both applications may be processed concurrently or sequentially at BASEC's sole discretion.

4.3.5 The requirements of the Product Certification Scheme(s) apply equally to both the Applicants for Product Certification and to Licensees who already hold one or more Certificate(s) and the right to use BASEC Certification Trademarks.

4.3.6 Where an application is received for Product Certification to a superseded or withdrawn revision of an appropriate Standard then, following a technical review, BASEC may elect, at its own discretion, to certify the product or a product portfolio under its own BA Specification Scheme(s).

4.3.7 Unless otherwise stated these Rules and Requirements apply equally to each of the following Product Certification Schemes:

- A. Product Certification to Scheme A, B, C, D, E, F, G, H or J.
- B. BASEC internally generated Specifications (BA documents)
- C. Certificate of Assessed Design (CAD)
- D. Other Product Certification Schemes as offered by BASEC from time to time.

4.3.8 BASEC's Top Management have agreed that it will no longer award a Licensee a concession to undertake witnessed fire testing at the premises of the customer, it shall only be considered in cases where there are extenuating circumstances; BASEC reserves the right to ask the customer to fulfil specific / additional requirements before agreeing to a customer site-based witness fire testing programme.

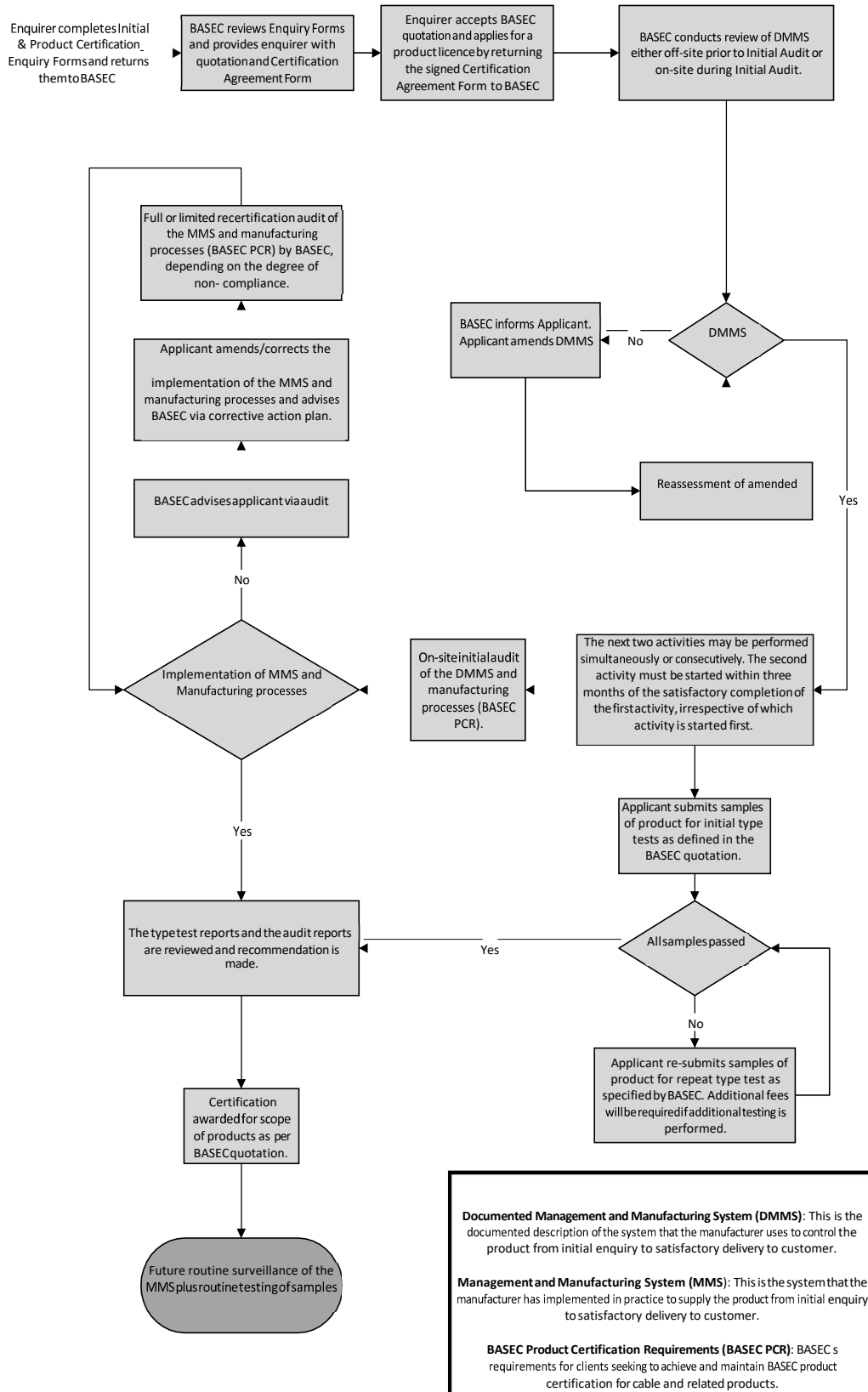
BASEC believes that fire safety represents a significant risk to the end user and should only be completed using accredited equipment and competent staff. All fire testing should be undertaken by BASEC within their own controlled facilities.

- 4.3.9 BASEC's Top Management in reviewing the requirements for the PCR have determined that the concession awarded to sampling rates and volumes of samples received across individual sites of multi-site Licensees represents an unacceptable risk in that the statistical representation of the Certifiable Products is too low. BASEC's Top Management has agreed to withdraw all multi-site sampling rate concessions.
- 4.3.10 Where an appropriate Product Certification Scheme does not exist, or the specific appropriate Standard (including CADs) are not listed within that Scheme(s) index, BASEC may, following a review, by BASEC's Technical and Management Committees, undertake Product Certification procedures and issue Certificate(s), provided that the appropriate Standards are considered suitable by the Management Committee. In such cases where certification to a CAD is issued, the licensee must fully meet the management system auditing requirements specified in the PCR.
- 4.3.11 Successful Applicants gaining a Certificate for at least one product type within any Product Certification Scheme may be granted a License entitling them to use specific Certification Trademark(s) in connection with the Certified Products.

Use of BASEC's Certification Trademarks is strictly subject to the BASEC Rules and Procedures set forth within Section 7 of the PCR.

5.0
5.1

PRODUCT CERTIFICATION APPLICATION PROCESS
PRODUCT CERTIFICATION



5.2 PRE-ASSESSMENT AUDIT

Any applicant pursuing Product Certification and Licensee status may, at their own discretion, elect to have BASEC undertake a pre-assessment audit to assist the applicant understand any significant gaps which may exist between the applicants current Quality Management Systems, manufacturing and or testing capabilities and BASEC's requirements in order for the applicant to scale the undertaking required of them to successfully become a BASEC Certificate holder and Licensee.

BASEC provides a pre-assessment audit as part of its Product Certification Scheme(s). Such pre-assessment audits are chargeable at the prevailing day rate and will also be subject to travel and subsistence costs specifically relating to the pre-assessment audit.

Upon completion of any pre-assessment audit BASEC will discuss the findings and issue a report outlining BASEC's recommendations and the required undertaking by the applicant before the formal application process is started.

5.3 APPLICANTS FOR PRODUCT CERTIFICATION SHALL SUBMIT TO BASEC

- 5.3.1 Completed Application Form(s) signed in the defined place to signify that the Applicant for Product Certification will abide by these Rules and Requirements, including the Rules and Requirements governing the use of BASEC Certification Trademark, and with any notices, requirements or procedures of the Scheme(s) introduced from time to time by BASEC.
- 5.3.2 A copy of the requisite documentation in English and supporting information as defined on the Application Form(s) or in written requirements from BASEC.

5.4 APPLICATION ASSESSMENT

BASEC will assess each application for the purposes of determining eligibility (as defined within Clause 4.2 of this document). If BASEC determines that the activities of the Applicant for Product Certification are not within the scope and requirements defined within Clause 4.2 then BASEC may decline to process the application further.

5.5 ESTABLISHED CERTIFIED PRODUCTS

Certified Products already certified to an equal or similar technical scope (e.g. a national standard and EN standard) by other CBs need to be declared during the initial enquiry or whenever they are certified.

5.6 PRELIMINARY QUOTATION ROBUSTNESS

The terms of any quotation and agreement issued, at this stage, may be subject to change as more information is obtained and verified through the subsequent on-site assessment visits and audits of the Applicant(s) facilities.

5.7 OBLIGATIONS OF APPLICANTS FOR PRODUCT CERTIFICATION AND LICENSEES

The following obligations shall be met by all Applicants for Product Certification:

- 5.7.1 The Applicant for Product Certification shall at all times comply with these Rules and related documents, any notifications issued from time to time by BASEC and shall pay all charges relevant to the Scheme(s).
- 5.7.2 The Applicant for Product Certification shall promptly notify BASEC of any changes in name, address, documentation, organisational ownership or structure, or any other circumstance which may affect the application for Product Certification process.
- 5.7.3 The Applicant for Product Certification shall promptly notify BASEC of any changes to or changes of status of any production equipment, material, test equipment, personnel, technical or other issue which might affect in any way the conformance of any Certified Products for which a Certificate has been issued with the relevant Appropriate Standard.
- 5.7.4 The Applicant for Product Certification shall promptly notify BASEC of any breach, potential, alleged or otherwise, of statutory or legislative regulations, as soon as recognised or notified, as appropriate.
- 5.7.5 The Applicant for Product Certification shall give representatives of BASEC access at any time during normal working hours (including shift patterns) to the premises or sites on which work relevant to a Certificate is performed for the purpose of surveillance, taking of samples or establishing that the procedures on product recall, suspension or withdrawal of a Certificate have been carried out.
- 5.7.6 The Applicant for the Product Certification organisation shall nominate, for the approval of BASEC, a management representative and one or more deputies authorised to act in the main nominee's absence (and any replacement nominees as may from time to time be necessary) who shall be responsible for all matters in connection with the requirements of the relevant Scheme(s) and the fulfilment of obligations under these Rules and the Certificate.
- 5.7.7 If the relevant premises or sites are in a country for which a visa is required for BASEC personnel, the Applicant for Product Certification organisation shall facilitate and expedite the obtaining of a visa for the period which BASEC has allocated for assessment and / or Certifiable test sample selection.
- 5.7.8 The Applicant for Product Certification must control via a lease, or have alternative arrangements approved by BASEC, installed and operational suitably calibrated machinery which is suitable and capable for the manufacture of the type(s) and range(s) of Certifiable Product(s) for which the application is being made; and,
- 5.7.9 The Applicant for Product Certification must own, control via a lease, or have alternative arrangements approved by BASEC, installed, operational and suitably calibrated facilities to carry out all the tests and measurements prescribed in the relevant Certifiable Product(s)/ testing appropriate Standard and as identified in the relevant Scheme requirements for the range of Certifiable Product(s) for which the application is being made; and,
- 5.7.10 The Applicant for Product Certification must manufacture all Certifiable Product(s) as required by the individual appropriate Standard for which the Certificate(s) and Licence are held, or to be held, or have alternative arrangements approved by BASEC; and,
- 5.7.11 All Applicants for Product Certification must perform to a level of competence and risk

acceptable to BASEC including, all manufacturing processes internal testing and inspections including where specified and described in the relevant Standard(s) and /or Specification(s), or have alternative arrangements approved by BASEC.

- 5.7.12 The Applicant for Product Certification shall provide the specified number, type, range and length of samples for type test as set out in BASEC's quotation to allow BASEC to verify that the Certifiable Product(s) are conformant with the Appropriate Standard identified in the quotation and that the Applicant can manufacture the Certifiable Goods.
- 5.7.13 If there is a planned BASEC visit to collect samples of Certified Products, but the samples requested are not made available, the Applicant for Product Certification will be charged for the aborted visit.
- 5.7.14 An Applicant for Product Certification may request Product Certification for either the complete conductor size range² and constructions relating to one cable type¹, but where an Applicant requests only a limited conductor size range² and / or constructions within a cable type¹ then the quotation will specify the limitation in the range considered for Product Certification.
- 5.7.15 BASEC will issue job numbers for the type test samples when the Applicant for Product Certification is invoiced for the Product Certification Services. Type test samples to be provided for Product Certification purposes must include a unique origin mark³ associated with the Applicant and each Certifiable Product(s) test sample must be clearly labelled with the relevant BASEC job number.
- 5.7.16 Each Certifiable Product(s) test sample shall be fully inspected and tested by BASEC or at a BASEC nominated laboratory under the direction and supervision of BASEC to all the requirements of the Certifiable Product(s) Standard(s) and / or Specification(s).
- 5.7.17 All Applicants for Product Certification must establish and maintain Management System which meets the requirements of the current version of ISO 9001 including any other additional criteria required of the Product Certification, for which they are being assessed, as deemed reasonably necessary by BASEC.
- 5.7.18 Loss or suspension of ISO 9001 Management Systems certification during the Application for Product Certification process or a failure to conform with any additional criteria requirements of the Product Certification Scheme(s) result in the immediate suspension of any application for Product Certification until such time as the Applicant has remedied the loss, suspension or Non-conformance to BASEC satisfaction.
- 5.7.19 All Applicants for Product Certification must provide reasonable and un-restricted access for BASEC to audit the Applicants facilities and to procure samples of Certifiable Product(s) for testing and evaluation both from their own facilities and the greater supply chain.

Note 1: Scope of product certification. Where an individual cable Standard or Specification classifies one or more cable construction variants in the form of "tables" of permitted values of construction parameters, the term "cable type" used here denotes all permitted constructions of cables or cords covered by an identified single table within the Standard or Specification. Where a Standard or Specification does not use tables and uses another means of classification of cable construction variants or does not classify cable construction variants, then the term "cable type"

used here de-notes all permitted constructions of cables or cords covered by the entire Standard or Specification, unless specifically restricted by BASEC.

Note 2: Conductor size range. The range of approved products to be included within the scope of certification will be restricted by the samples provided for Type testing, provided there are no differences in construction.

Note 3: Origin marking. BASEC requires an unambiguous mark of origin (marking, tape or thread as appropriate) on all products, as defined in the relevant product standards and specifications. For traceability purposes, this mark of origin shall not be used by any other manufacturer. Where it is commercially requested by a third party now identified within this document as the Re-branding Manufacturer (e.g., Customer, wholesaler, distributor or other intermediary) for their brand name or similar to be used as the only mark of origin (without the manufacturer's own mark of origin being present), BASEC will require the Re-branding Manufacturer to make an Application for Product Certification in their own name.

5.8 OBLIGATIONS OF BASEC

- 5.8.1 For Product Certification Schemes BASEC shall, at its own discretion, send a representative to the Applicant for Product Certification to conduct the initial assessment and for the purpose of verifying that the obligations of the Applicant for Product Certification in respect of these Schemes are understood and will be met.
- 5.8.2 BASEC shall notify the Applicant for Product Certification of any changes in the applicable documents relating to the appropriate Scheme(s) and give it such time as, in the opinion of BASEC, is reasonable in which to adjust its procedures to meet the revised requirements.
- 5.8.3 BASEC shall on a regular basis throughout the application process review and revise as necessary the risk-based assessment conducted for each Applicant for Product Certification the outcome of these reviews will be communicated to the Applicant.
- 5.8.4 BASEC shall provide a quotation to the Applicant for Product Certification in an impartial and timely manner using established rates.
- 5.8.5 BASEC reserves the right to amend the quotation with the Applicant for Product Certification following the findings and outcome of the initial assessment and any subsequent assessment relating to the application process.
- 5.8.6 BASEC shall not disclose any confidential information relating to the Applicant for Product Certification unless (a) as requested by accreditation bodies such as UKAS, or (b) as required to do so by regulatory bodies or by law, or (c) in order to promote public safety.
- 5.8.7 BASEC shall notify the Applicant for Product Certification as necessary of any complaints relating to its certification.

5.9 CONDITIONAL ACCEPTANCE OF APPLICANT BY BASEC

Following the conditional acceptance by BASEC that the eligibility of the Applicant is within scope and that the Applicant has confirmed his conformance with the obligatory requirements set out within Clause 5.6, BASEC will issue the Applicant a formal quotation for the processes of establishing and maintaining Product Certification, and for the issuing of the appropriate

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Information Source: Extracted from PCR 12 [Pages 17 to 40].					

Certificate(s).

5.10 POST PRELIMINARY QUOTATION ACCEPTANCE

Following acceptance, by the Applicant (including for a Re-branding Manufacturer), of their quotation, BASEC will provide information, as appropriate, and undertake the initial assessment activities including an initial on-site audit.

The costs of these initial assessment activities including the on-site, risk based, assessment audit will be incorporated into the quotation.

5.11 INITIAL ASSESSMENT AND ON-SITE AUDIT

5.11.1 The initial assessment for Product Certification is carried out in two parts (Stage 1 and 2), these audits can be scheduled so that they are performed consecutively. However, if during the Stage 1 audit, the Auditor identifies potential major nonconformities then the Stage 2 audit may be postponed, any resulting costs will be quoted and invoiced separately. If during the Stage 1 audit the auditor identifies potential Major non-conformities or an unacceptably high risk rating for the organisation, then the Stage 2 audit may be postponed, and any resulting costs may be invoiced or re-quoted separately.

BASEC must point out however, that if during the Stage 1 audit, if concerns of potential major nonconformities are raised then the Stage 2 audit may not result in a successful outcome. Should this occur then the Auditor will evaluate the related risks and discuss / agree your options. In the event potential Major NCs are raised at Stage 1, the auditor shall:

- i. Evaluate the related risks; and
- ii. Discuss with your representatives the positive and negative aspects.

BASEC would, in general recommend that it continues with the Stage 2 audit to ensure that there are no other major breakdowns. This process may, however, result in repeating the Stage 2 or even the Stage 1 audit.

Upon completion of the Stage 1 audit, you will be provided with a report of the audit team's findings, including conclusions with regard to fulfilment of the Stage 1 objectives and the readiness for Stage 2. There will also be details identifying any area of concern that could be classified as a nonconformity during Stage 2 audit.

For the Applicants reference the Stage 1 audit is to ensure that:

- i. Your documented management system complies with basic requirements of the current version of ISO 9001 together with any additional requirements defined by BASEC,
- ii. The above requirements are implemented,
- iii. Applicant has the required production and testing capability for the scope requested within the Product Certification application, and the organisation is meeting any applicable regulatory and statutory requirements.

The Stage 2 audit is intended to evaluate the successful implementation of the documented Management System(s) and objectively assess their effectiveness

The Stage 2 audit shall, as a minimum, include the following activities:

- i. conformance against all the requirements of the documented Management System standard(s) together with any additional requirements defined by BASEC,
- ii. monitoring, measuring, reporting and reviewing of your performance against policies, key performance objectives and targets
- iii. Management System effectiveness and performance in respect of meeting statutory, regulatory and contractual requirements
- iv. operational control of processes
- v. performance and reporting of internal audits and management review plus actions arising from these activities
- vi. key management responsibilities

The Stage 2 audit may be repeated if outstanding or any new corrective actions to Non-conformities identified by BASEC during their assessment are not resolved within 6 months from the issue of the audit report.

- 5.11.2 As part of the initial assessment process BASEC will conduct an on-site, risk assessment of the Applicant's organisation, including Management Systems facilities, people and processes, against an established framework of criteria (as outlined within Appendix B of the full PCR document) for the purposes of determining final acceptability of the application.

The outcome of this assessment will be communicated to the Applicant.

- 5.11.3 BASEC will use the outcome of this assessment for the purposes of determining the level of effort to be applied to the Applicant for Product Certification, for initial assessment / type testing and for all surveillance activities to be applied once certification is issued.

- 5.11.4 The assessment criteria will include the criteria previously applied in assessing the Applicant's acceptability, regulations and guidance issued by accreditation direct IAF authorities including UKAS, and taking account of any pre-existing certifications, the ease of conducting audits and other criteria. The terms of BASEC's quotation may be amended at this point as a result of this assessment.

- 5.11.5 If BASEC determines that following an on-site audit and completion of the risk assessment the Applicants organisation exhibits features such that the risk to the reputation of BASEC or the probability of producing non-compliant product is unacceptably high, then BASEC, at its sole discretion, has the right to decline to process further the application for Product Certification or demand additional assessment activities or impose special conditions on the Applicant for Product Certification.

- 5.11.6 An application may also be declined if the Applicant for Product Certification has had a previous BASEC certificate (of any nature) or Licence withdrawn by BASEC under circumstances which would prejudice the reputation of BASEC.

- 5.11.7 Applicants for Product Certification whose applications are declined by BASEC under any of the above circumstances may make an appeal to the BASEC Appeals Panel.

- 5.11.8 Following the final acceptance of the application, BASEC will issue to the Applicant for

Product Certification a formal quotation for the processes of establishing and maintaining Product Certification, and for the issuing of the appropriate Certificate(s).

The costs of pre-quotation assessment activities including the on-site, risk based, assessment audit will be incorporated into the quotation.

The Applicant for Product Certification accepts BASEC's quotation including BASEC's Terms and Conditions and the Rules and Requirements of the PCR prevailing at the time of quotation by signing and returning the quotation either physically or electronically through DocuSign.

Signing and returning the quotation constitutes a legally binding Certification Agreement

The terms and requirements of the Applicant under the Agreement may be altered subsequently by BASEC as more information is obtained about the Applicant for Product Certification such as through a revised risk rating or inability to supply the profile of samples as requested from time to time by BASEC.

6.0 LICENSEE AWARD AND TRADEMARK LICENSEE AGREEMENT OBLIGATIONS AND REQUIREMENTS

- A. Upon satisfactory completion of all the requirements established within Clause 5.0 Product Certification will be granted. BASEC will issue Certificate(s) for each Certified Products type (in the form of schedules to the Certificate). This will entitle the Licensee to use the appropriate Certification Trademark(s) only for the type of Certified Products identified on the Certificate(s) and only those which have been manufactured at the place or places referred to on the Certificate(s).
- B. BASEC shall keep at its offices a record in which shall be entered the name, address, trade and description of every Licensee, the date of issue, re-issue, suspension or withdrawal of all Product Certificates and Product Marking Licences, the unique certification and Licence numbers allocated to the Licensee, the scope of certification and any other particulars (including design data BSF229 or 362) which BASEC may from time to time deem necessary. Summary information from this record will be made publicly available on the BASEC website.

6.1 OBLIGATIONS OF PRODUCT CERTIFICATION LICENSEES (ORGANISATIONAL)

- A. The Licensee shall at all times comply with these Rules and related documents and any notifications issued from time to time by BASEC and shall pay all charges relevant to the Scheme(s).
- B. If a Licensee wishes to withdraw from the Product Certification Scheme(s) or does not intend to renew its certification after the expiry of any Certificate(s) it must notify BASEC in writing giving 90 clear days' notice.
- C. The Licensee shall promptly notify BASEC of any changes in name, address, documentation, organisational ownership or structure, or any other circumstance which may affect the validity of a Certificate(s).

- D. The Licensee shall promptly notify BASEC of any changes to or changes of status of any production equipment, material, test equipment, personnel, technical or other issue which might affect in any way the conformance of any Certified Products for which a Certificate has been issued with the relevant Appropriate Standard.
- E. The Licensee shall promptly notify BASEC of any breach, potential, alleged or otherwise, of statutory or legislative regulations, as soon as recognised or notified, as appropriate.
- F. The Licensee shall give representatives of BASEC access at any time during normal working hours to the premises or sites on which work relevant to a Certificate is performed for the purpose of surveillance, taking of samples or establishing that the procedures on product recall, suspension or withdrawal of a Certificate have been carried out.
- G. The Licensee's organisation shall nominate, for the approval of BASEC, a management representative and one or more deputies authorised to act in the main nominee's absence (and any replacement nominees as may from time to time be necessary) who shall be responsible for all matters in connection with the requirements of the Product Certification Scheme(s) and the fulfilment of its obligations under these Rules and the Certificate.
- H. If the relevant premises or sites are in a country for which a visa is required for BASEC personnel, the Licensee's organisation shall facilitate and expedite the obtaining of a visa for the period which BASEC has allocated for assessment and / or Certified Products test sample selection.
- I. The Licensee shall maintain for inspection by BASEC, or submit to BASEC on request, records of all batches of Certified Products manufactured within the scope of any Certificate, these records to include batch number(s), date(s) of production, quantities, test results, specifications, type(s) and size range(s), and Customer details.
- J. The Licensee shall maintain for inspection by BASEC, or submit to BASEC on request, a record of all complaints received, and all related corrective and preventive actions, arising from the manufacture or supply of any Certified Products within the scope of any Certificate.
- K. The Licensee shall promptly quarantine and / or recall from Customers, or from the market generally, any relevant batch(es) of Certified Products within the scope of a Certificate, on notification to the Licensee by BASEC of a Critical test failure or other relevant finding of serious non-conformity, as decided by BASEC.

Furthermore, the Licensee shall promptly communicate with all necessary points in the supply chain about the recall of Certified Products and shall be responsible for co-ordinating all such activities with Customers and the market in general. The Licensee shall facilitate the prompt and effective recovery, and rework or disposal of any such Certified Products, and shall promptly follow any reasonable instruction issued by BASEC in this regard. These obligations upon the Licensee shall continue beyond the suspension or withdrawal by BASEC of any Certificate or the termination of Product Certification by the Licensee and shall apply equally to the Licensee and any representative (such as legal, financial, or ownership) taking on the rights and duties of the Licensee. The Licensee shall pay BASEC's reasonable costs regarding any such recall of Certified Products.

- L. The Licensee shall include in their conditions of sale suitable provision to ensure that Customers must comply with any reasonable request for the quarantine or recall of any

Certified Products that are subject to a recall notice issued by the Licensee or by BASEC as set out above, and to cascade relevant communications in this regard to further Customers.

6.2 ADDITIONAL OBLIGATIONS OF THE LICENSEE (OPERATIONAL)

These additional obligations shall be met by the Licensee:

- A. Fees for all services are to be paid under the terms specified on BASEC's quotation and / or invoice(s).
- B. The Licensee must continue to own, control via a lease, or have alternative arrangements approved by BASEC, installed and operational suitably calibrated machinery which is suitable and capable for the manufacture of the type(s) and range(s) of Certifiable Product(s) for which the application is being made; and,
- C. The Licensee must continue to own, control via a lease, or have alternative arrangements approved by BASEC, installed, operational and suitably calibrated facilities to carry out all the tests and measurements prescribed in the relevant Certified Products, appropriate Standard and as identified in the relevant Scheme requirements for the range of Certified Products for which the application is being made; and,
- D. The Licensee must manufacture all Certified Products as required by the individual appropriate Standard for which the Certificate(s) and Licence are held, or to be held, or have alternative arrangements approved by BASEC; and,
- E. The Licensee shall maintain a Management System which meets the requirements of the current version of ISO 9001 including any additional requirements of the Product Certification Schemes, as outlined within Section 8 of this document and deemed reasonably necessary by BASEC.

The Licensee will be audited by BASEC at least twice per year.

- F. Loss or suspension of ISO 9001 Management Systems certification or ongoing Non-Conformance with any additional criteria outlined within Section 8 of the PCR document, as required by BASEC as part of the Product Certification Scheme(s), will result in the immediate suspension of any Certificate(s) and rights to use Certification Trademarks.
- G. All Licensee must perform to a level of competence and risk acceptable to BASEC including, all manufacturing processes internal testing and inspections including where specified and described in the relevant Certified Products Standard(s) and /or Specification(s), or have alternative arrangements approved by BASEC.
- H. The Licensee shall provide the specified number, type, range and length of Certified Cable samples for testing as set out from time to time by BASEC to allow BASEC to verify that the Certifiable Product(s) are conformant with the Certified Products Appropriate Standards identified in the Certificate(s) such that the Licensee can continue to successfully manufacture the Certifiable Products.
- I. If there is a planned BASEC visit to collect samples of Certified Products, but the samples requested are not made available, the Licensee will be charged for the aborted visit.

- J. BASEC additionally reserves the right to procure Certified Products associated with the Licensee from the market for testing, all costs associated with procuring and delivery of the samples to BASEC for testing will be recoverable from the Licensee.
- K. A Licensee may, from time to time, request a revision of Product Certification scope for either the complete conductor size range² and constructions relating to one cable type¹, but where a Licensee requests a change of scope for a limited conductor size range² and / or constructions within a cable type¹ then the Certificate(s) will be revised to specify the limitation in the Certified Products range. In all cases where an amendment to scope is required, there will be a certificate fee associated.
- L. BASEC will issue job numbers for all test samples when the Licensee informs BASEC of the readiness of Certified Products test samples. All Certified Products test samples must include a unique origin mark³ associated with the Applicant and each Certified Products sample must be clearly labelled with the relevant BASEC job number.
- M. Each Certified Products sample shall be fully inspected and tested by BASEC or at a BASEC nominated laboratory under the direction and supervision of BASEC to all the requirements of the Certified Products Standard(s) and / or Specification(s).

Note 1: Scope of product certification. Where an individual applicable Standard classifies one or more cable construction variants in the form of “tables” of permitted values of construction parameters, the term “cable type” used here denotes all permitted constructions of cables or cords covered by an identified single table within the applicable Standard. Where an applicable Standard does not use tables and uses another means of classification of cable construction variants or does not classify cable construction variants, then the term “cable type” used here denotes all permitted constructions of cables or cords covered by the entire applicable Standard, unless specifically restricted by BASEC.

Note 2: Conductor size range. The range of approved products to be included within the scope of certification will be restricted by the samples provided for Type testing, provided there are no differences in construction.

Note 3: Origin marking. BASEC requires an unambiguous mark of origin (marking, tape or thread as appropriate) on all products, as defined in the relevant product standards and specifications. For traceability purposes, this mark of origin shall not be used by any other manufacturer. Where it is commercially requested by a third party now identified within this document as the Re-branding Manufacturer (e.g., Customer, wholesaler, distributor or other intermediary) for their brand name or similar to be used as the only mark of origin (without the manufacturer’s own mark of origin being present), BASEC will require the Re-branding Manufacturer to make an application for Product Certification in their own name.

6.3 POST CERTIFICATION AWARD AGREEMENT OBLIGATIONS OF BASEC

- i. For Product Certification Schemes BASEC shall, at its own discretion, send a representative to the Licensee not less than twice in any year (depending on the Scheme), for the purpose of verifying that the obligations of the Licensee in respect of these Schemes are being met.

For HAR Scheme Licensees this will be not less than four times in any year.

- ii. BASEC shall notify the Licensee of any changes in the applicable documents relating to the appropriate Scheme(s) and give it such time as, in the opinion of BASEC, is reasonable in which to adjust its procedures to meet the revised requirements.
- iii. BASEC shall, on a regular basis, review and revise as necessary the risk-based assessment conducted for each Licensee and following each assessment visit / test of surveillance samples for each Licensee. The risk re-assessment together with the routine sampling outcomes process will inform any future sampling or audit plans BASEC requires the Licensee to implement.

The outcome of any review will be communicated to the Licensee at least annually.

- iv. The terms of BASEC's Certification Agreement Contract with the Licensee may from time to time be amended by BASEC as a result of the ongoing routine assessments and changes in the determined risk rating of the Licensee by BASEC.
- v. BASEC shall not disclose any confidential information relating to the Licensee unless (a) as requested by accreditation bodies such as UKAS, or (b) as required to do so by regulatory bodies or by law, or (c) in order to promote public safety.
- vi. BASEC reserves the right to publish any Licensee-related information about non-conforming Certified Products, the causes of non-conformity, the progress and findings of investigations and other matters as determined necessary by BASEC to promote public safety or to maintain the reputation of BASEC and / or its Schemes.
- vii. BASEC shall notify the Licensee as necessary of any complaints relating to its Product Certification including matters associated with Certified Products.

6.4 CERTIFIABLE PRODUCT(S) AND THE USE OF TRADEMARKS

- 6.4.1 The Trademark shall be applied only to Certifiable Product(s) after the issue of a Certificate unless there is a written authority from BASEC to mark the Certifiable Product(s) and to bond these until a Certificate is issued. The Chief Executive shall be the authority for the release of such Certifiable Product(s) from bond.
- 6.4.2 A Trademark shall only be applied to Certifiable Product(s) that conform to the same appropriate Standard as that to which the sample tested by BASEC was produced and granted a Certificate by BASEC.
- 6.4.3 On each occasion on which the appropriate Standard is amended or superseded by the publication of a new edition of the appropriate Standard, BASEC shall allow the Licensee such time, as in the opinion of BASEC is reasonable in which to comply with such amended or new edition of the appropriate Standard, and after such reasonable time the Trademark may only be applied to the Certified Products of a Licensee that have been produced to the same specification as that to which a sample tested and approved by BASEC as conforming to the new edition of the appropriate Standard was produced.

6.5 TERM AND RENEWAL OF CERTIFICATE(S)

- 6.5.1 Certificate(s) are valid from the date of issue or reissue for a period of 3-years (36 months) or, with-in the 3-year period, unless formally withdrawn or subject a revision for any

justifiable reason by BASEC.

- 6.5.2 Subject to satisfactory ongoing surveillance, maintenance of a Management System in accordance with the current version of ISO 9001, the satisfactory ongoing completion of the annual type testing, by Certificate, and the payment of the applicable fees the Licensee shall be entitled to re-new and maintain their Product Certificate(s) for further periods of 3-years (36 months).
- 6.5.3 BASEC will review annually with the Licensee their performance within the Product Certification Scheme(s) including any assessed changes in risk rating, Management Systems conformance, routine sample testing results and the ongoing maintenance and commercial use of the Certificate(s).
- 6.5.4 Certificate(s) and any rights to use Certification Trademarks shall remain the exclusive property of BASEC.
- 6.5.5 Continued use of the Certification Trademark(s) is subject to the Licensees satisfactory conformance with the requirements of the Product Certification Rules and the requirements of the Certified Products Scheme(s).

In addition:

- A. The Licensee shall manufacture all Certified Products as required by the appropriate Standard for which the Certificate(s) are issued, unless a Cross-Licence agreement or subcontracting agreement is approved by BASEC, or has alternative arrangements approved by BASEC.
- B. The Licensee shall mark all Certified Products manufactured within the scope of the appropriate Standard including (type, size range, etc.) associated with each Certificate issued, with the origin and Certification Trademarks as specified on the relevant Certificate(s).

The Licensee is not permitted to supply Certified Products that are within the scope of a Certificate without these markings, except as expressly set out in writing by BASEC. Licensees' Customer requests shall not override this requirement.

- C. The Licensee shall continue to perform to a level deemed acceptable to BASEC all tests and inspections that are specified and described in the relevant Certified Products Standard(s) and /or Specification(s) for which Certificates are issued, or have alternative arrangements approved by BASEC.
- D. The Licensee's Management System shall be certified to the current version of ISO 9001 and also meet the additional requirements of the full PCR. Management Systems certification together with any additional requirements, set forth within the PCR, continued conformance will be audited by BASEC at least twice per year. Loss or suspension of any BASEC accepted Management System certification will result in the immediate suspension of any Certificate(s) and the rights associated with BASEC Certified Trademarks.

- E. The Licensee shall immediately inform BASEC of any changes that may affect the condition under which the Certificate has been granted to enable BASEC to take any required action. This includes, but is not limited to, any relevant changes of Management Systems certification, Licensee, materials, production or testing equipment, calibration status, manufacturing locations, and personnel.

6.6 EXAMINATION OF GOODS

- 6.6.1 Every Licensee shall during normal business hours, with or without notice, permit entry to his premises by any person duly authorised by BASEC for the purpose of examining or testing any Certified Product(s) or Certifiable Product(s) and the methods of manufacture, and shall permit any such person to take samples of such goods or of any materials used in their manufacture for the purpose of testing, which may take place on the premises of the Licensee or elsewhere.
- 6.6.2 BASEC may require any Licensee to send to BASEC out of each or any delivery, in the course of trade, of any Certified Products upon, or in relation to which the Certification Trademark(s) are used, a sample or samples of the Certified Products for examining and testing, or to make available records of internal testing.
- 6.6.3 BASEC shall require any person who applies for a Certificate to send to BASEC a sample or samples of the Certifiable Goods, in relation to which he is desirous of being granted a Certificate, for testing.

6.7 VISITS / NUMBER(S) OF SAMPLES

- 6.7.1 Based upon the information obtained through ongoing assessments and testing outcomes, BASEC will determine the number of routine visits by a BASEC representative in each Product Certification year (1st April to 31st March) to each Licensee location.

During the visits, the following shall be reviewed and checked with the Licensee:

- A. The ongoing performance, results and outcomes from past sample selection from testing completed at BASEC. Any deterioration in performance may influence any future visit regime or sampling profiles required by BASEC to assure ongoing acceptable levels of conformance.
- B. In line with the above, a comprehensive review of BoM will be undertaken, where fingerprint testing highlights any variances from approved materials. BASEC also reserves the right to conduct a review of BoM for all/any certificated product at its discretion.
- C. Records of production volumes associated with BASEC Certified Products. This is required to be records of production data associated with individual standards/certificates, and not per scheme as previous versions of PCR.
- D. Records including test results of all on-site testing of Certified Products by the Licensee to the levels defined within the individual appropriate Standard. The results of any such tests shall be made available to the BASEC representative for inspection.

- E. Records of and design or configuration changes made by the Licensee to any Certified Products. The Licensee shall provide details and outcomes of any trial resulting in implemented material changes, production equipment changes, in line monitoring equipment changes, and any other off-line test equipment and measurement changes to a BASEC Certifiable Product. Any changes implemented by the Licensee must be objectively assessed and supported by the appropriate level of confirmatory testing and risk analysis. Any material changes (e.g. sheath material variation, insulation material variation) will be required to be submitted for type approval in respect to any of the overall cable properties that such a change may impact. BASEC will maintain full BoM for all approved product and will monitor closely. BASEC will periodically test materials via TGA/FTIR (having compiled a library on a customer basis) to ensure that no unauthorised material changes are made without the required testing.
- F. The appropriate Management System(s) are certified and still operating satisfactorily and objectively demonstrate that the Certified Products meet the appropriate Standard requirements.
- G. That there are satisfactory Management System processes for on-site testing of samples of unfinished and finished Certified Products including continuous process controls, and/or on any other technique suitable for the purpose and acceptable to BASEC.
- H. That the Licensee has and uses, or has access to and uses, the facilities to carry out all the tests and measurements prescribed in the Scheme(s) description for the Certified Products and such test and measurement equipment is maintained, functional, calibrated and appropriate for the tests and measurements required.
- I. The results of any such tests shall be made available to the BASEC representative on request.

6.7.2 BASEC will, at least annually, conduct a risk-based assessment of the ongoing performance of each Licensee against a number of criteria for the purposes of determining whether the level of surveillance and testing activity is adequate. The outcome of this assessment will be communicated to the Licensee.

6.7.3 Should the Licensee believe that they have taken action(s) that improves or mitigates the identified risk factors they should inform BASEC before the visit of the BASEC representative. Providing forward notice and awareness allows the BASEC representative to prepare and assess the mitigating factors appropriately.

6.7.4 The number of samples which are representative of the Certificate range required to be submitted by the Licensee, by Scheme, will be determined by reference to the Rules of the individual Scheme(s) or as requested by BASEC.

6.7.5 A variation in the number(s) or the range of samples proposed for submission, within an individual Scheme(s), may be considered by BASEC with due consideration to the Licensees performance and risk rating.

6.7.6 Failure of the Licensee to provide the required number(s) of samples within a given 12-month period may affect the status of the Certificate.

- 6.7.7 The licensee will, at the beginning of the certification year receive an annual breakdown of sample requirements, based on range of approved product (certificates) and annualised production volumes of those products. Failure to supply the required samples will be considered as a non-conformance to the scheme. In the event that the licensee has not had the appropriate number of orders to satisfy the requirement within a 12-month period the below approach will be offered.
- A. Licensee to supply samples that have previously agreed to be representative of product to the certificate in question.
 - B. Licensees can maintain the scope of any Certificate by providing type test samples of the complete range detailed within the Certificate, annually for (F5) Type Testing.
 - C. Certificate to be placed on Stand-by for a period not exceeding 12 months in which the licensee would be expected to produce further samples (outlined via Clause 15 in the full PCR document).
 - D. Withdrawal of product certificate
- 6.7.8 BASEC may at its absolute discretion at any time make unannounced visits to any location of a Licensee for the purposes of taking samples for testing, for inspection of facilities and for checking that the provisions of these Rules and Requirements continue to be adhered to.
- 6.7.9 BASEC may at its absolute discretion at any time obtain samples of Certified Products, produced by the Licensee, from the market (including from Customers of the Licensee) for testing, in addition to the samples obtained during routine surveillance visits. If test failures are noted at a critical level, the Licensee shall be responsible for BASEC's costs.

6.8 PRODUCT TEST NON-CONFORMANCE

- 6.8.1 Where a test non-conformance has been identified on a routine surveillance sample selected by BASEC at a previous visit, the BASEC representative shall verify that all corrective actions have been satisfactorily documented and implemented. Action shall be taken within the appropriate time as laid out by BASEC in the "Product Failure Documentation"- (Root cause analysis and corrective action plans) Failure to do so may result in further visits/ sample selections to ensure that the recurrence of such failure(s) is mitigated. Repetitive deviations for the same issues will result in additional sampling/visits.

Note: It is BASEC's intention to drive down the acceptance of deviations in the coming revisions of PCR and to reduce the allowable deviations prior to action.

- 6.8.2 If the implementation of the corrective actions is not acceptable, BASEC may, at its own discretion, increase the number of routine samples selected; or may require additional internal testing by the Licensee; or BASEC may conduct additional testing of the Licensee's product(s), the cost of which will be borne by the Licensee.

6.9 CERTIFICATE SUSPENSION

- 6.9.1 A certificate may be suspended if BASEC at any time is satisfied that any of the following apply:

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- A. the Licensee is failing to comply with the particular Rules and Requirements of the relevant Product Certification Scheme(s); or,
- B. the Licensee no longer meets the requirements set out in Clause 4.2 above; or,
- C. after an assessment visit and/or testing that a Certified Products or representative sample does not conform to the Appropriate Standard; or,
- D. the Licensee's Certified Products are not manufactured so as to conform to the current appropriate Standard; or,
- E. the Licensee has failed to submit a sample for examining or testing by BASEC within the period set out in BASEC's request for such a sample; or,
- F. the Licensee is failing to comply with the particular Rules and Requirements of the relevant Product Certification Scheme; or,
- G. the risk rating of the Licensee has been assessed as unacceptably High on two or more successive occasions;
- H. that the Licensee has defaulted in payment of fees as required (under Clause 2.2 of the PCR) then BASEC may consider suspension of one or more Certificates including all rights to the Certified Trademarks until conformance is again achieved.

6.9.2 Other conditions under which BASEC may suspend or withdraw certification are stated in BASEC's Terms and Conditions of Business.

6.9.3 If BASEC decides that the matter is not urgent or in BASEC's view there has not been a history of such failings, one month's written notice may be given of BASEC's intention to suspend certification unless appropriate action is taken by the Licensee to remedy the failing(s).

6.9.4 If after the elapse of a notice issued under these regulations BASEC is not satisfied that appropriate action has been taken to remedy the failing(s) written notice suspending certification may be given.

6.9.5 Where the scope, scale or severity of the failings are deemed by BASEC to be sufficiently serious to have significant implications for products, services, Customers' interests, or BASEC's reputation, then BASEC may suspend certification immediately without notice.

6.9.6 On suspension of a Certificate the relevant provisions with respect of the use of Certification Trademarks upon Certified Products, packaging letterhead or marketing material during suspension must be implemented by the Licensee.

BASEC will publish a notification of suspension on the BASEC website.

6.9.7 BASEC will investigate the circumstances of the suspension, and may choose to conduct additional visits, which may be at the next surveillance or separately, at BASEC's discretion. The Licensee will be liable for BASEC's charges for any such activities, and for other reasonable costs necessarily incurred by BASEC in association with the suspension.

- 6.9.8 Within 30 days of the start of a suspension BASEC shall conduct a review of the suspension, taking account of the actions by the Licensee and the findings of BASEC's investigations. BASEC shall determine whether the suspension should be continued while further investigations are made, the suspension lifted, the scope of any Certificate(s) reduced or otherwise amended, or the Certificate withdrawn, and shall give notice of such decision. Suspension may not be continued beyond 60 days from the start of the suspension.

6.10 LIFTING OF SUSPENSION AND REINSTATEMENT OF CERTIFICATION

- 6.10.1 If the decision of BASEC is to lift the suspension and to reinstate certification, BASEC will publish a notice to this effect on the BASEC website for a minimum of 90 days.
- 6.10.2 Following the lifting of suspension, BASEC will review and revise as necessary the risk-based assessment conducted for the Licensee. The outcome of this review will be communicated to the Licensee. The terms of BASEC's contract with the Licensee may be amended as a result of this review.

6.11 WITHDRAWAL OF CERTIFICATION

- 6.11.1 The powers of withdrawal of Product Certification given by these Rules shall be exercised by BASEC giving notice to the Licensee that a Certificate has been withdrawn.

BASEC may also give notice withdrawing either one or more of a Licensees Certificates and any associated rights to use BASEC Certified Trademarks if the Licensee commits a breach of or ceases to comply with any other of these Rules and Requirements or if BASEC determines that a particular Scheme shall cease. In this latter circumstance the Licensee will be given not less than twelve months' notice of the withdrawal of a Scheme and its associated Certificate(s).

- 6.11.2 Withdrawal of Product Certification may also be invoked where the Licensee becomes bankrupt or makes any arrangement or composition with its creditors, or, being a Company, is dissolved or enters into legal administration or liquidation, whether compulsory or voluntary, save for the purpose of amalgamation or reconstruction, or has a Receiver or equivalent person appointed of his business, or the equivalent of these in local law.
- 6.11.3 The Licensee will be liable for any reasonable costs necessarily incurred by BASEC in association with the withdrawal of Product Certification.
- 6.11.4 Any Licensee which has one or more Certificates withdrawn will be considered for the same or similar Product Certification upon submission of a new application. Following acceptance of any subsequent new or re-application, BASEC may impose additional requirements, after consultation with BASEC's Top Management.

6.12 CONCESSIONS AND DEVIATIONS TO THE PRODUCT CERTIFICATION REQUIREMENTS

- 6.12.1 BASEC recognises that from time to time, Licensees may need to seek temporary deviations or concessions to the Requirements described within the PCR.

6.12.2 BASEC recognises that during the normal course of business a Licensee may have issues relating to the availability of equipment, process or procedures affecting Certified Products such as:

- Manufacturing equipment breakdown;
- Test equipment requirements;
- Materials availability;
- Procedural requirements and other similar deviations from normal practice;
- Requirements of Appropriate Standard;
- Any additional Management Systems Requirements set forth by BASEC within the PCR document.

6.12.3 If a Licensee determines they need to deviate or seek a temporary concession to the Product Certification protocol they should apply to BASEC in writing using BASEC form BSF 238 setting out the reasons for the deviation or concession and the timescales involved with the deviation or concession.

6.12.4 Any request(s) for a deviation or concession should be submitted to BASEC for their consideration and agreement before the Licensee implements the changes.

6.12.5 BASEC will consider all concession requests but it is BASEC's exclusive and sole discretion to reject any such requests. In any event, any deviation or concession granted will be subject to a reasonable time period agreed between BASEC and the Licensee.

6.12.6 In considering the implications of an application for a deviation or concession BASEC reserves the right to visit the Licensee and audit and/or test any process or Certified Products before a deviation or concession permit is granted.

6.12.7 Requests for deviations or concessions which do not, in the judgement of BASEC, affect or impair the quality of the Certified Products will not be unreasonably withheld.

6.12.8 Applying for a concession does not necessarily mean that BASEC will agree to it. Requests may be declined, or special terms applied, at BASEC's exclusive discretion.

6.12.9 For the HAR scheme, the related rules apply.

As an example: if a licensee does not possess their own test equipment for the assessment of halogens, as may be required under the BASEC PCR, the licensee requests a concession to have this testing undertaken at a 3rd party laboratory for a period, until they obtain the test equipment, then this form should be used to gain BASEC's authorisation of the Licensees requested concession. Details of the subcontracting laboratory, copies of agreements and sample reports etc. should be added as supporting information.

6.13 RISK ASSESSMENT, LEVEL OF INITIAL AUDIT AND LEVEL OF SURVEILLANCE

6.13.1 The risk assessments (Refer to Annex B of the full PCR document) conducted as part of the application process (for an Applicant for Product Certification) or following normal surveillance activities (for Licensees) will result in a risk rating of the Applicant for Product Certification or Licensee. The risk rating will be classified as (a) Low, (b) Medium, (c) High. This risk rating and information about the areas contributing to the highest risk will be communicated to the Applicant for Product Certification or Licensee and will remain

confidential between the parties. Applicants for Product Certification and Licensees may appeal against a risk rating to the BASEC Appeals Panel.

- 6.13.2 The level of initial audit that is applied to an Applicant for Product Certification by BASEC before issue of Product Certificate(s) and a Product Marking Licence may be varied by BASEC in accordance with the risk rating.
- 6.13.3 Following the assessment audit visit(s) and the completion of all necessary testing, and the verified clearance of any relevant non-conformities, BASEC will review the risk assessment. Applicants for Product Certification with a revised risk rating at 'High' level may be declined Product Certification. An Applicant with a risk rating of 'High' who is accepted into the Product Certification Schemes shall be subjected to additional visit of duration to be decided by BASEC (but not less than one day) before a Product Certificate and Trademark Licence is issued.

The objective of these additional visit(s) is to address the risk areas resulting in the 'High' rating. Following these additional visits BASEC will review the risk assessment again. If the risk rating has become Low or Medium, the Product Certificate(s) and Trademark Licence will be issued without conditions and the Licensee will commence at a normal level of surveillance.

If the risk rating remains at 'High', the Product Certificate(s) and Trademark Licence will be issued as normal but with an ongoing increased level of surveillance, at a rate to be decided by BASEC. If the risk rating has deteriorated the Product Certificate(s) and Trademark Licence will be suspended, and the Licensee shall be subjected to additional audit activities, as below.

- 6.13.4 Once Product Certificate(s) and a Trademark Licence have been issued the Licensee will be subjected to a level of surveillance (frequency and duration of visits, quantity and type of testing) determined by BASEC, in part by their risk rating. Under usual circumstances it is expected that all Licensees should maintain a risk rating of Low or Medium. Following each surveillance visit / batch of routine surveillance tests the Licensee's risk rating will be reviewed by BASEC. Licensees maintaining a risk rating at Low for 12 months or longer will be eligible for a reduced level of surveillance as decided by BASEC (see also Reduced Sampling). [Note: separate arrangements for reduced sampling apply under the HAR scheme.] Licensees whose risk rating is assessed as Medium (twice in succession), or High (once) will cease to be eligible for a reduced level of surveillance.
- 6.13.5 Licensees who have been assessed with risk rating at 'High' level shall be subjected to additional audit visits on a 3-monthly basis, of duration to be decided by BASEC (but not less than one day). This visit will occur within 3-months of the risk rating being communicated to the Licensee. Following the visit, the Licensee's risk rating will be reviewed again by BASEC. In addition to this the Licensee will be subjected to an additional surveillance sample pickup and test regime at the same time.

The objective of these additional visits is to address the risk areas resulting in the High rating. Following each 3-monthly visit BASEC will review the risk assessment again. If the risk rating remains at High, these visits will continue as above. If the risk rating has reduced to Low or Medium, then the Licensee will be subjected to one additional visit before the Product Certificate(s) and Licence are issued without condition. No new or revised Product

Certificate or new Trade-mark Licence will be issued while a risk rating remains at High level (this also applies at recertification.)

- 6.13.6 Licensees whose risk rating is assessed as 'High' twice in succession will be considered for suspension of one or more Certificates and the suspension of their Trademark License Agreement.

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