



STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CERTIFICATION (MS)

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Introduction

Transpacific Certifications (Singapore) Pte Ltd ("TCSPL" or "Company") provides certification services to certify that an organisation's management system satisfies the requirements of the relevant Standards.

Where reference is made to 'the relevant standard' in these Regulations, this is to mean one or more of the standards forming the Application for certification and any linked requirements (e.g. ISO/IEC 17021-1, SAC CT01) against which certification is required (as the criteria may not dated, the latest editions of the criteria are applicable)

1. Scope

All applications and certification in respect of the relevant Standards are subject to this Standard Terms and Conditions of Contract for Certification and shall be apply and read in conjunction with the contract proposal and any other related or associated documents.

Other associated documents and requirements published on TCSPL website at www.tcspl.com.sg includes:

- Certification process covering initial certification audit, surveillance audit and recertification audits
- Use of certification mark/ logo
- Complaints and appeals

The client's own terms and conditions, including the client's terms and conditions of purchasing, if any, shall not apply and shall hereby be expressly excluded. Terms and conditions by the client will not become part of this contract even if not expressly excluded by TCSPL.

2. Application and Certification

The client whose has implemented management system in accordance with its manuals, operation procedures or relevant programmes may apply for certifications for the relevant standards.

The client who interested for application shall be given an application form/ questionnaire to complete.

Upon the evaluation of the application form / questionnaire by TCSPL, the client will be given a quotation for the fees for the certification. If the quotation is accepted by the organization, the client will have to submit to TCSPL the signed quotation or an acceptance letter or other means of acceptance.

Once the quotation is accepted, the client is committed to paying for the amount quoted and any expenses incurred.

A separate application shall be submitted for:

- a) different processes / scope at the same location;
- b) same processes if it is carried out at different locations, each with its own autonomous management

TCSPL reserves the right not to process applications due to incomplete or insufficient information in the application form / questionnaire.

The client whose management system for part or all of its operation (its scope) has been assessed by TCSPL as being compliant with the requirements of the relevant standard, may be granted registration and certifications. TCSPL maintains and makes publicly accessible on request, a directory of valid certifications.

The continuance of certification for such scope is dependent upon the positive outcome of periodic surveillance/re-certification audits of the organisation's system by TCSPL in order to assure itself that all the requirements of the current edition of the relevant standard continue to be met by the client.

3. Requirements from Clients Seeking Certification

The client shall furnish to TCSPL all relevant information and documentation relating to the organisation's management system in advance.

The client will be required to provide access to representatives of TCSPL to carry out assessment activities, internal witnessed audits and the accreditors of TCSPL or appropriate competent bodies to facilitate the witnessing or verifying of TCSPL conducting assessment activities.

The client shall appoint one or several audit representative(s) who shall support our audit team in performing the contractually agreed services and act as client's contact person.

The client shall promptly provide required actions on any findings issued during the audit within required timeframe.

Following the issue of the certificate, the client shall be obliged, throughout the term of the contract, to communicate all changes which significantly affect the management system or the certified product/service (whichever applicable). These changes include, but are not limited to:

- The legal, commercial, organizational status or ownership;
- Organization and management, e.g. key managerial, decision making or technical staff;
- Certification address(es) and site(s);
- Scope of operations under the certified management system; and
- Major changes to the management system and processes

The client shall be obliged to record all complaints from third parties / measures and actions regarding the management system, certified products or process. The client shall provide such records to TCSPL or the audit team during the audit or when is required.

The client shall immediately report to TCSPL in the event of any fatal accidents, serious injuries, occupational diseases, product recall, public health and safety issues or environmental pollution issues, or any incident that may affect the public, violation of rules and regulations, or any potential legal or disciplinary action or lawsuit by a regulatory authority.

The client shall not make or allow any misleading statement regarding its certification and shall not use or allow the use of a certification document or any part of it in a misleading manner.

The client shall not imply that the certification applies to activities outside the scope of certification

In the event that the client's certification is suspended or withdrawn, the client shall not continue its use of all advertising matter if such advertising matter contains a reference to certification.

The client shall not use its certification in any manner that brings Company and its certification system into disrepute and loss of public trust.

4. Audit

Stage 1 Audit

The client shall permit TCSPL, by such auditors and experts as it may appoint for the purpose, to audit the company's MS for the time in being.

The client shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. TCSPL shall not unreasonably disregard the grounds for objection. The client shall provide appropriate facilities for such purpose, including office accommodation, and all supporting documentation sought by the auditors.

The organisation's management representative or deputy shall be present, or available, throughout the Stage 1 audit. Where a management consultant is also present, the client shall ensure that the consultant does not attempt to influence the course or outcome of the audit.

If the Stage 1 audit indicates that the client's application should proceed, a Stage 2 audit is arranged. Otherwise, the organisation needs to take corrective actions. The client should notify TCSPL in writing after the corrective actions have been taken.

TCSPL shall provide a new quotation for follow up audit of the organisation if the corrective actions taken are not satisfactory.

A stage 1 audit may be conducted prior to recertification audit and it may be necessary as determined by TCSPL in situations where there have been significant changes to the management system, the organization, or the context in which the management system is operating.

Stage 2 Audit

The Clients or Companies ready for the stage 2 audit will be informed by TCSPL of the audit date, audit plan and the audit team composition. A suitable date for the audit will be arranged between the audit team and the client.

The company's management representative or deputy shall be present, or available, throughout the Stage 2 audit. Where a management consultant is also present, the client shall ensure that the consultant does not attempt to influence the course or outcome of the audit.

Official audit report will be issued to the organisation within 5 working days from the audit date. Draft. The organisation's management representative is required to acknowledge the audit report and by such acknowledgement, the organisation is deemed to have fully understood the audit findings raised in the audit report.

Where non-conformity findings are noted, the organisation will be required to take corrective actions on any non-conformity findings raised by the audit team and inform TCSPL in writing within the period as stipulated by TCSPL after the stage 2 audit. A visit may be conducted to verify the satisfactory implementation of the corrective actions.

If certification audit process is completed with a positive result, the appropriate certificate will be issued. A Certificate is normally issued to an organisation for a particular process/service at each specific location.

Surveillance Audit

TCSPL will conduct surveillance audit after initial certification and during the validity of the Certificate. The client will be informed of the audit date and the assigned auditor(s) prior to the conduct of the audit.

Recertification Audit

The Certificate would be renewed upon satisfactory completion of all the surveillance and recertification audits, including acceptance/closure of any non-conformity audit findings raised by the audit team and completed with a positive result, during the validity of the Certificate.

Special Audit/Short notice Visit/Unplanned Visit

During the validity of the certificate, it may be necessary for TCSPL to conduct audits at short notice. TCSPL shall, as soon as reasonably possible, inform clients in advance of such visits or audits. The client shall accept such arrangements and grant the aforementioned personnel access to their premises to fulfill their purpose of their visits.

5. Auditors

TCSPL shall notify the client of the appointment of auditor(s) from TCSPL for the conduct of the audit upon request.

The client shall be entitled to object to the appointment of certain auditors or technical experts, provided the client has and submits good reasons for objection.

TCSPL reserves the right to change the assignment of auditor(s) during the initial certification period and during the validity of the certificate.

6. Suspension, Cancellation and Withdrawal of Certification

The Certificate may be withdrawn, cancelled or suspended for any of the following reasons;

Suspension of Certification due to:

- Breach of any of these Terms & Conditions of contract for certification.
- The client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system
- The certified client does not allow surveillance or recertification audits to be conducted at the required frequencies
- The certified client has voluntarily requested a suspension.
- Failure to apply corrective action because of non-conformities found at assessment or surveillance visits
- Misuse of certificates or mark/logo as per guideline.
- Failure of the customer to settle any outstanding fees due to TCSPL within the required invoicing terms.

The client will be notified in writing of the official suspension of the certification and the client shall immediately cease the use of the certification mark/logo.

Use of Logo

The organizations that are doing calibration, other testing, laboratories testing, training, etc., shall not use the Accreditation Marks on any of the reports or findings as these reports and findings are the products of their activities.

The mark shall not be used on a product nor product packaging nor in any other way that may be interpreted as denoting product conformity.

A certificated organisation should comply rules governing the use of any statement on product packaging or in accompanying information that the certified client has a certified management system.

Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product.

The statement shall in no way imply that the product, process or service is certified by this means. The statement shall include reference to:

- identification (e.g. brand or name) of the certified client;
- the type of management system (e.g. quality, environment) and the applicable standard;
- the certification body (TCSPL) issuing the certificate.

So, the organizations providing any type of services shall not use any mark on any end product or reports or analysis of any kind on their final paper document, which may lead to confusion that the activity is certified.

The details of the use of Mark is explained in the Appendix B and clients shall submit the signed copy of appendix B stating that they have clearly read and understood the use of TCSPL and Accreditation Marks.

If any organisation fails to comply with the conditions of use, then Transpacific Certifications (Singapore) Pte Ltd may;

- a) Revoke the Certificate of Registration
- b) Refuse to renew the Certificate of Registration

Any decision of this nature including the reasons thereof will be communicated to the client organisation in writing.

Cancellation/Withdrawal of Certification due to:

- Failure to respond to reasonable requests made by TCSPL following suspension of certification.
- Failure of the client to settle any outstanding TCSPL invoice within the required invoicing terms.
- Failure to provide copies of documentation required by the auditor(s) to undertake re-certification or surveillance assessment.
- Client has ceased operation

If the certificate is withdrawn/ cancelled, the client will be officially notified in writing and the client shall discontinue the use of all advertising, internet and brochures that contain reference to certification. The client shall return all certification documentation to TCSPL offices.

TCSPL will make public to all interested parties the status of the certification.

The client has the right to appeal and the process governing appeals is set out at the website at www.tcspl.com.sg. Notwithstanding the above, TCSPL reserves the right not to refund any payment previously made by the client.

7. Termination

Both parties shall have the right to terminate the agreement at any time by giving 30 days' notice in writing, or immediately by TCSPL without notice to the client in the below scenarios:

- The other party breach any of the conditions of certification and fail to remedy that breach within the requisite timescales as notified in writing by the relevant Company;
- The other party repeat a material breach of the conditions of certification which it has been previously required to remedy;
- The other party has failed to meet its financial obligations to TCSPL;
- The other party become insolvent or enter into liquidation or has a receiver appointed or suffer any similar action as a consequence of debt.

Upon such termination of Services:

- all fees and other payments shall become immediately payable.
- the client will have no claim for or right to compensation for loss of the client rights, goodwill or any similar loss in relation to the termination of the Services and the client hereby agrees to waive any such rights as it may have.

8. Fees and Charges

Initial, surveillance and recertification audit fee or one-time certification fee is payable prior to the audit and is not refundable regardless of the result of the audit and fee was based on the effective number of employees declared by the company under the Certification Scope.

During the audit, if there is an amendment in scope, change of sites or change of manpower or any circumstances that required more audit man-days, the client will be advised of the additional man-day(s) and the fee to be charged.

Recertification audit shall be performed prior to the expiry of the certificate. Company reserves the right to review and adjust the fees for recertification and subsequent surveillances.

Client shall pay the full audit fee for stage 1 audit regardless whether the client will continue with the stage 2 audit.

A change/re-audit is necessary due to change of location or the scope of certification or on-site verification of corrective actions, an audit fee shall be payable by the organisation.

For audit to be performed overseas, all expenses including but not limited to visa, airfare, airport transfers, land or sea transportation, hotel accommodation, meals and other subsistence will be billed at cost, unless otherwise agreed.

TCSPL reserves the right to charge for travel time to perform any overseas audit. Total travel time to reach overseas audit destinations will be charged at the relevant day rate in days or half days per person for the purposes of calculating total travel rechargeable time.

An administrative fee as set out in Schedule (I) shall be payable for:

- a) the re-issuing of a Certificate or its appendix due to change of organisation's name and/or location;
- b) the change in the scope of certification
- c) the issue of duplicate copy of Certificate(s)

9. Cancellation Policy and Charges

Clients shall be given adequate notice of a visit by TCSPL.

In the event of reschedule or cancellation of agreed audit date by client, the following cancellation fees shall be chargeable to client:

- For any reschedule of audit received 3 days prior to the agreed audit date, \$200 of admin fee shall be charged
- For cancellation received 3 days prior to the agreed audit date, 50% of the agreed certification or auditing fee shall be charged
- For cancellation received on the actual audit date, 100% of the agreed certification or auditing fee shall be charged

In all cases, any non-refundable travel or subsistence costs that have been expended will be recovered from the client.

An invoice for the cancellation charge will be sent to client and Company reserves the right to withhold any new issuance, maintenance or renewal of certification until the payment of the aforementioned invoice is settled.

If the audit is cancelled by TCSPL, in these cases, TCSPL will be responsible for its own costs associated with the cancelled or rescheduled audit. Company accepts no liability for any costs incurred by the client in relation to any audit cancelled or rescheduled by TCSPL.

10. Invoicing and Payment Term

Invoices are raised in an electronic format and sent via email in the local currency or the agreed currency, and are due and payable in full.

All fees quoted are subject to local taxation laws. Any and all applicable tax and/or all other transaction charges relating to the payment remain the responsibility of the client.

Payment is normally required before any work is undertaken, and unless otherwise indicated on the invoice. Company reserve the right to withdraw credit in cases where payment is required in advance of any work being undertaken. For overseas clients, payment must be made before any work is undertaken.

Initial audit and recertification audit fee and any associated close out work must be paid before certification is granted and issued.

TCSPL reserves the right to charge interest for late payment at a rate of 1.5% per month, calculated from the date of the invoice and inclusive of any costs of recovery, which will be payable with any outstanding amount due.

11. Force Majeure

TCSPL shall be relieved of liability should either or both parties become unable to carry out their obligations as a result of any matter beyond their reasonable control and which was not to be reasonably foreseen.

12. Assignment

TCSPL may at any time assign, transfer, charge or mortgage all or any of its rights under these term and conditions.

No applicant or registered company shall, without the prior written consent of TCSPL, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under these term and conditions.

13. Confidentiality

Unless required by law or by a judicial, governmental, regulatory body or accreditation body of Company, all information obtained by either party as a result of our mutual involvement in the certification process shall be held as confidential and not disclosed to any other party unless required as part of the certification process and agreed by both parties.

14. Law and Jurisdiction

Unless otherwise stated, our agreement is governed by, and construed in accordance with Singapore law. The Courts of Singapore will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our agreements. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or claim that those courts do not have jurisdiction.

If any provision in this Standard Terms and Conditions of Contract for Certification or any associated proposal, certification agreement, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

15. Liability and Indemnity

TCSPL shall in all events not be liable to the client and its proprietors, directors, shareholders, officers, employees, agents or contractors for any claims, expenses, losses or damages (including all legal expenses) whether directly or indirectly suffered by the client and/or its proprietors, directors, shareholders, officers, employees, agents or contractors, as a consequence of or arising from (i) the client's usage of the accreditation supplied by TCSPL hereunder; or (ii) TCSPL's refusal to award or renew or decision to suspend or terminate the accreditation, for any reason whatsoever. In the event that TCSPL is found liable by the operation of the law, the maximum amount of TCSPL's liability shall be limited to the fees paid by the client.

The client agrees and undertakes to indemnify and hold Company and its proprietors, directors, shareholders, officers, employees, agents or contractors harmless and fully against all liabilities, claims, costs, expenses, losses or damages (including all legal expenses) suffered by and/or made against Company including but not limited to all claims by any third parties against Company, as a result of any act by the client (whether direct or indirect) or for which it is responsible.

Except for cases of proven negligence or fraud by Company, the client further agrees and undertakes to hold harmless and indemnify Company and its proprietors, directors, shareholders, officers, employees, agents or contractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, purported performance or non-performance, of Company's services hereunder; or (ii) out of or in connection with the client's product, process or service the subject of the certification (including, without limitation, product liability claims).

16. Application for Registration

I/We undertake to pay all costs connected with the administration of pre-registration and conformity assessment for the certification/registration of the Management System of the organization/s to be assessed, irrespective of the eventual granting of a Certificate of Registration.

In the event of being granted a Certificate of Registration, I/We undertake to pay all fees charged.

I/We accept that any Registration entered into will be valid for a period of three years as per your quotation proposal and the continuity of the certification/registration will be subject to periodic surveillance audits of the management system, as mentioned in the proposal form. I/we undertake to abide by all the terms and conditions of the said proposal, renewable of registration every three years, subject to the terms and conditions, and also agree that in the event of our intention not to renew the Certificate of Registration, we will give a written notice to TCSPL, 90 days before the renewal date.

We agree to comply with the following:

1. We are submitting this application for registration confirming acceptance of all Terms & Conditions as per proposal format for all sites/locations/addresses from where the activities within the organization's proposed scope of registration are carried out. It is our responsibility that the proposed scope of registration meets the requirements of standards.

2. We shall use the registered symbols/marks in accordance with the conditions defined in Appendix 1.

3. We shall claim registration and use of symbols/marks only for the management system and scope stated in the certificate of registration for the duration of validity of the registration.

4. We shall maintain and document a system in accordance with the relevant system standard and provide copies of documented system and procedures to Transpacific Certifications (Singapore) Pte Ltd for reference. We are fully aware that we, solely and not TCSPL, are responsible for maintaining conformity to the requirements of certification as per international standards.

5. We are aware of the regulatory / statutory requirements to be fulfilled for implementation of the management system for which certification has been requested and it shall be our sole responsibility to ensure, maintain and evaluate legal compliance. We agree to allow for passing the information to the accreditation body or statutory/regulatory authority, if called by them. If required under any specific regulatory requirements to notify the regulator upon withdrawal of certification, we agree to convey the same to the regulator.

6. We shall make all necessary arrangements for the conduct of the assessment by TCSPL, including provision for examining documentation and the access to all areas, records (including internal audit reports and management reviews) and personnel for the purpose of assessment, surveillance, reassessment and resolution of complaints. We shall maintain a record of customer complaints and provide unrestricted access to the representatives of Transpacific Certifications (Singapore) Pte Ltd and Accreditation Body.

7. We hereby confirm and declare that we have no relationship with TCSPL Management/ TCSPL employee/ TCSPL Auditors/ TCSPL Technical Experts/ TCSPL Associates/ TCSPL Committee Member/ TCSPL Staff such as, (i)

Financial; (ii) Commercial; (iii) Common Ownership; (iv) Familiarity with any Individual belonging to TCSPL; (v)

Familiarity with any contracted person of TCSPL; (vi) Past Association with any member of TCSPL as employee/ Employer/Co-Worker/ Associate/ Team Member.

8. In the event of any change, alteration or variation in the documented system and procedure/process/place in relation to the scope of registration, we shall be notifying the same in writing to Transpacific Certifications (Singapore) Pte Ltd and shall also declare that the change/alteration/variation will not alter the scope or render the certificate of registration invalid. If the changes/alterations/ variations are expected to cause change in scope or schedule of registration, we shall be bound to undergo fresh assessment, as per TCSPL procedures.

9. We shall discontinue any use of the registered mark or symbol, which is unacceptable to Transpacific Certifications (Singapore) Pte Ltd and any form of statement of reference to the authority of the organization, which in the opinion of Transpacific Certifications (Singapore) Pte Ltd might be misleading.

10. We shall permit representatives of Transpacific Certifications (Singapore) Pte Ltd & to the representatives of its accreditation body JAS-ANZ/NABCB or both for which the accredited certificates have been issued, unrestricted access during normal working hours to the premises where work subject to the Certificate of Registration is carried out, for the purpose of examining materials, processes, products, methods of test, records, data and systems or establishing that the procedures for termination of registration, as per TCSPL procedures.

11. We shall provide office accommodation for the duration of the audit and ensure presence throughout of the organization's Management Representative.

12. We shall nominate, for the approval of Transpacific Certifications (Singapore) Pte Ltd, a management representative and one or more deputies authorized to act in the main nominee's absences who shall be responsible for all matters in connection with the requirements of the Certificate of Registration and who shall, upon each visit by the representative of Transpacific Certifications (Singapore) Pte Ltd sign a declaration to the effect that any changes in processes and procedures or other information relevant to the Certification have been notified to Transpacific Certifications (Singapore) Pte Ltd .

13. Upon termination of the Certificate of Registration, however determined, we shall forthwith discontinue the use of the registered symbol or mark and all advertising matter, which contains it or any reference thereto. Any other documents in the possession of the organization, which bear reference to the certificate shall, if Transpacific Certifications (Singapore) Pte Ltd so requires, have such references erased.

14. We agree to pay (i) A fee for audit, surveillance, supervision, re-issue or endorsement of the Certificate of Registration and administration which are determined from time to time by Transpacific Certifications (Singapore) Pte Ltd to be fair and appropriate; (ii) Final audit fee upon termination of the registration, however determined, if such audit is deemed appropriate by Transpacific Certifications (Singapore) Pte Ltd; (iii) Any additional costs incurred by Transpacific Certifications (Singapore) Pte Ltd due to the

organization's non-conformity with the statutory and legal regulations.

15. In the event of non-Compliance of Terms & Conditions laid down in the proposal and failure in timely completion of periodic surveillance, the certification shall be cancelled and the we shall be under obligation to return the original Certificate with Registration and Schedule within 7 working days from the date of de-registration failing which legal action against the organization shall become enforceable.