

General Terms and Conditions for Certification

1. Scope

- 1.1 This General Terms and Conditions for Certification apply to the agreed certification services plus any ancillary services provided within the scope of contract performance and any other ancillary duties.
- 1.2 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 us.
- 1.3 For the purpose of this General Terms and Conditions for Certification, the term "Accreditation Body" will also include approval and recognition bodies and the terms "Accreditation Rules", "Accreditation Requirements" and "Accreditation Procedures" will apply and also to the procedures of these bodies. "GIC" means any subsidiary and/or related company of GIC Group Pte. Ltd that is granted the authority to enter the Contract with the client. "Contract" means the Proposal for Certification, this General Terms and Conditions for Certification and any other related or associated documents.
- 1.4 The terms and conditions (if any) set out in Schedule A shall apply and be binding on the client and shall be read in conjunction with this General Terms and Conditions for Certification. Discrepancies between this General Terms and Conditions for Certification and the Schedule are to be resolved in favour of the Schedule.

2. Scope of services

- 2.1 GIC assesses and certifies systems and products of manufacturers and service providers as per national or international standards for which GIC hold accreditations, approvals or recognitions ("accredited certification") or as per national or international standards for which GIC do not hold accreditation ("unaccredited certification") and also provide own customized audit/ 2nd party inspection.
- 2.2 The agreed services shall be provided in line with the generally accepted rules of technology and in compliance with the regulations applicable at the time of contract conclusion. Unless otherwise agreed in writing or unless a certain approach is compulsory on the basis of mandatory regulations, GIC shall also be authorized, at its own reasonable discretion, to make its own decisions concerning the method and type of assessment.
- 2.3 GIC carries out accredited certification as per the standard agreed in the contract and/or the rules and regulations referred to therein, including the generally applicable accreditation standards pertaining to the specific certification standard, the certification standards plus all relevant application guidelines and the accreditation requirements defined by the competent accreditation body. Should the audit reveal that a higher number of auditor days will be necessary to comply with the accreditation requirements; the client shall bear any additional costs incurred thereby, unless such additional costs had been unreasonably incurred due to GIC's actions. Standard certifications are carried out in line with the respective national or international standards. Certification procedures to issue in-house certificates are carried out in line with the rules and regulations established by GIC.
- 2.4 If certification is completed with a positive result, the appropriate certificate will be issued.
- 2.5 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. Approval shall be deemed granted by the client if the client does not object to the appointed auditors within 3 days of being notified of such appointment.

3. Obligation of Clients

- 3.1 The client shall submit all information and documents required for certification as per the relevant standard in advance.
- 3.2 Clients shall, with reasonable diligence, co-operate with GIC in its provision of the audits by providing access to its premises, personnel and documentation required for the proper conduct of the audits. Clients shall obtain necessary consents to facilitate the appointed auditors entry into its premises and to accommodate, where applicable, the presence of observers. Clients shall also ensure a safe and secure working condition on site during the performance of the audit. Clients shall inform GIC and the appointed auditors of the requirements to comply with any health, safety and security regulations applicable to its premises.
- 3.3 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.
- 3.4 The client shall promptly provide required actions on any findings issued during the audit within required timeframe.
- 3.5 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 (whichever applicable). These changes include, but are not limited to:
 - 3.5.1 The legal, commercial, organizational status or ownership;
 - 3.5.2 Organization and management, e.g. key managerial, decision making or technical staff;
 - 3.5.3 Certification address(es) and site(s);
 - 3.5.4 Scope of operations under the certified management system; and
 - 3.5.5 Major changes to the management system and processes
- 3.6 The client shall be obliged to record all complaints from third parties regarding the management system. All complaints addressed to the client regarding the conformity of a certified product or process with the requirements of the certification standards must be resolved with appropriate measures. Such measures and actions are to be documented and demonstrated upon request to GIC or the audit team during the audit.
- 3.7 The client shall immediately report to GIC 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.
- 3.8 The client shall conform to the requirements of GIC when making references

to its certification status in any communication media and promotional materials in any means such as brochures, newspapers, magazines, books, directories, internet, social media, advertisement and other documents or publication.

- 3.9 The client shall give consent for the assessor(s) of accreditation body and/or GIC personnel to witness the on-site audit if requested upon.
- 3.10 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.
- 3.11 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.
- 3.12 The client shall amend any communication and/or promotional materials when its scope of certification has been reduced;
- 3.13 The client shall not allow references to its management system certification to be used to imply that GIC certifies its product, service or process;
- 3.14 The client shall not imply that the certification applies to activities outside the scope of certification; and
- 3.15 The client shall not use its certification in any manner that brings GIC and its certification system into disrepute and loss of public trust.

4. Observed Visits/ Witnessed Assessments/ Unscheduled Visits

- 4.1 An auditor or audit team authorized by GIC may be accompanied by GIC personnel, the relevant personnel from the Accreditation Body and/or a third party observer to witness or observe an audit or visit. GIC 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.
- 4.2 Notwithstanding the above, such personnel may undertake unscheduled visits or short-notice visits, when deemed necessary, to a client's premises and such client shall provide access and cooperation without harassment or undue delay to the aforementioned personnel. Clients shall be required to pay in advance the fees charged for the visit as per the quotation from the accreditation body, authorities and/or GIC.

5. Extending or Reducing the Scope of Certification

- 5.1 The scope of certification approvals of clients may be extended or reduced upon undertaking necessary reviews and/or any audit activities to decide whether the extension may be granted or the scope should be reduced to exclude the parts not meeting requirements. The client will be notified on the action to be taken and such actions may be published on GIC's online client directory.
- 5.2 The client wishing to extend or reduce their certification scope must complete the appropriate application form. A separate Proposal for Certification will be sent client for acceptance.

6. Suspension, Withdrawal and Cancellation of Certification

- 6.1 Certification approvals of clients may be suspended, withdrawn, or cancelled by giving notice to the clients. Clients will be given reasonable time to take corrective actions before making the final decision on the action to be taken and such actions may be published on GIC's online client directory. The certification may be restored if the client has taken correction actions that are deemed acceptable.
- 6.2 Suspension of Certification
 - 6.2.1 The certification may be suspended for a limited period of time if the client:
 - i. Fails to response to the request for corrective action, or the corrective action taken by the client fails to correct the issue(s) within the required timeframe;
 - ii. Fails to perform the surveillance audits according to the agreed frequency or as required;
 - iii. Uses the certificate improperly in breach of the rights and responsibilities of the client stated above;
 - iv. Refuses to allow access to personnel from the Accreditation Body, GIC or GIC authorised third party for the purpose of visit as defined under clause 4;
 - v. Violates the terms and conditions stipulated in the General Terms and Conditions for Certification;
 - vi. Fails to pay all necessary fees invoiced by GIC;
 - vii. Persistently or seriously fails to meet certification requirements, including requirements for the effectiveness of the management system;
 - viii. Voluntarily requests a suspension of certificate
 - 6.2.2 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.
- 6.3 Restoration of Certification
 - 6.3.1 Suspended certification shall be restored if the issue(s) that resulted in the suspension has been resolved. Failure to resolve the issue(s) that resulted in the suspension within the period stipulated by GIC shall result in the withdrawal or reduction of the scope of certification. All costs incurred in relation to the suspension of the certification and its subsequent recovery will be borne by the client.
- 6.4 Withdrawal/ Cancellation of Certification
 - 6.4.1 The certification may be withdrawn or cancelled under the following circumstances:
 - i. Client does not fulfill the conditions for the lifting of the suspension of certification;
 - ii. Client does not fulfil its financial obligations;
 - iii. Client does not wish to continue/ renew its certification;
 - iv. Client has ceased operation; or
 - v. Client is in breach of the terms of this General Terms and Conditions for Certification
 - 6.4.2 If the certificate is withdrawn/ cancelled, the client will be officially notified in writing and the client has the right to appeal and the process governing appeals is set out at www.gicgrp.com. Notwithstanding the above, GIC reserves the right not to refund any payment previously made by the client.

7. Termination

- 7.1 The Services may be terminated by 30 days' written notice by either party.
- 7.2 The Services may also be terminated immediately by GIC without notice to the client in the following scenarios:
 - i the client's gross and wilful actions have placed GIC reputation or ability as an accreditation assessment body at risk;
 - ii. the client has failed to meet its financial obligations to GIC;
 - iii. the client has breach a term of the Contract; or
 - iv. the client has failed to carry out actions required by GIC in the



requisite timescales as notified in writing by the relevant GIC.

- 7.3 Upon termination of the Services, 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. Confidentiality

- 8.1 As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or information as to the business of the other party provided, however, the Confidential Information shall not include any information which:
- is or hereafter becomes generally known to the public;
 - was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party;
 - is disclosed to a party by an independent third party with a right to make such disclosure.
- 8.2 Unless required by law or by a judicial, governmental, regulatory body or accreditation body of GIC, neither party nor their agents and/or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

9. Proposal and Quotations

- 9.1 A Proposal for Certification will be submitted to clients and clients are required to confirm their acceptance of the Proposal for Certification before work begins. Once work has started, the client is deemed to have accepted the Proposal for Certification or quotation and is committed to paying for the amount quoted and any expenses incurred.

10. Fee for Initial, Surveillance and Recertification Audit

- 10.1 The initial audit and surveillance audit fee are valid until the expiry of the certificate. However, as fees are based on the charge rate applicable and details submitted by the client at the time of submitting the Proposal for Certification, GIC reserves the right to adjust the fees during any three year certification cycle.
- 10.2 Initial, surveillance and recertification audit fee is payable prior to the audit and is not refundable regardless of the result of the audit. 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 and the fee to be charged.
- 10.3 Client shall pay the full audit fee for stage 1 audit regardless whether the client will continue with the stage 2 audit.
- 10.4 Once certified, clients will be provided a three year certification cycle. If there is additional work, including the clearance of any major non-conformity found because of an audit that involves extra visits, it will be subject to an additional charge over and above the Proposal for Certification. The client will be advised of the additional time to be charged before the extra visit.
- 10.5 Recertification audit shall be performed prior to the expiry of the certificate. GIC reserves the right to review and adjust the fees for recertification and subsequent surveillances.
- 10.6 Written notification will be provided to client regarding any adjustment in fees pursuant to this General Terms and Conditions for Certification. Approval shall be deemed granted by the client if the client does not object to the adjusted fees within 3 days of such notification.

11. Units of Time

- 11.1 Rates for our services will be calculated in days or half days per person. If the working day is unduly prolonged, an additional half day per person may be charged.

12. Overseas Audit

- 12.1 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.
- 12.2 GIC 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.
- 12.3 Man-day rate is not generally billed for trapped weekend days. However, auditor expenses such as hotel accommodation and meals for trapped days will be billed.

13. Cancellation Policy and Charges

- 13.1 GIC reserves the right to charge one man-day fee if a client cancels or postpones an audit less than ten working days from the start date of the cancelled audit.
- 13.2 In all cases, any non-refundable travel or subsistence costs that have been expended will be recovered from the client.
- 13.3 An invoice for the cancellation charge will be sent to client and GIC reserves the right to withhold any new issuance, maintenance or renewal of certification until the payment of the aforementioned invoice is settled.
- 13.4 If the audit is cancelled by GIC, in these cases, GIC will be responsible for its own costs associated with the cancelled or rescheduled audit. GIC accepts no liability for any costs incurred by the client in relation to any audit cancelled or rescheduled by GIC.

14. Reinstatement Fee

- 14.1 Where a client's certification is suspended for financial reasons e.g. late payment of invoices, a fee will be charged for reinstating the certification after payment has been settled.

15. Additional Certificates

- 15.1 A fee as set out in Schedule A will be charged for each extra copy of the

certificate including replacements or resistance of certificates.

16. Payment Notification

- 16.1 Payment notification will be sent to the client in advance of the scheduled audit. This is to assist the client to facilitate the preparation and payment prior to the audit date.

17. Invoicing

- 17.1 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.
- 17.2 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.

18. Payment Terms

- 18.1 Payment is normally required before any work is undertaken, and unless otherwise indicated on the invoice, the payment term is 30 days. GIC reserve the right to withdraw credit, (for example in cases of bad credit or payment history) in cases where payment is required in advance of any work being undertaken.
- 18.2 For overseas clients, payment must be made before any work is undertaken.
- 18.3 Initial audit and recertification audit fee and any associated close out work must be paid before certification is granted and issued.
- 18.4 GIC is committed to resolving any invoice queries as soon as possible. Any query over an invoice must be raised in writing to GIC within 30 days of the date of the invoice. If no query is so raised within the aforementioned period, the fee will be due and payable immediately without any right of further explanation, amendment or dispute.
- 18.5 GIC 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. GIC also reserves the right to stop work and terminate the certification on financial grounds if payment of any fees billed is delayed.
- [GIC: Agent is not allowed to amend the payment term, any issues?]

19. Payment Methods

- 19.1 GIC accepts payment by cheque or bank transfers

20. Applicable Law

- 20.1 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. [VL: We note your request to have the generic "applicable law" to govern the contract. We would advise using Singapore law as the applicable law as Singapore law is neutral and is relatively simple to understand. Many companies choose to use Singapore law even if there is no affinity with Singapore for the aforementioned reasons.]
- 20.2 If any provision in this General Terms and Conditions 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.

21. LIABILITY AND INDEMNITY

- 21.1 GIC 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 GIC hereunder; or (ii) GIC's refusal to award or renew or decision to suspend or terminate the accreditation, for any reason whatsoever. [In the event that GIC is found liable by the operation of the law, the maximum amount of GIC's liability shall be limited to the fees paid by the client.] [GIC: Ok, such cap on liability is acceptable.]
- 21.2 The client agrees and undertakes to indemnify and hold GIC 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 GIC including but not limited to all claims by any third parties against GIC, as a result of any act by the client (whether direct or indirect) or for which it is responsible.
- 21.3 Except for cases of proven negligence or fraud by GIC, the client further agrees and undertakes to hold harmless and indemnify GIC 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 GIC'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).

22. Other associated documents and requirements

- 22.1 Please refer to the website at www.gicgrp.com for the details of the following information:
- Certification process covering initial certification audit, surveillance audit and recertification audit,
 - Use of certification mark/ logo
 - Complaints and appeals