

TERMS AND CONDITIONS FOR CERTIFYING BODIES

SYSTEM MANAGEMENT

ACCREDITATION SERVICE FOR CERTIFYING BODIES LLC (hereinafter called ASCB), require their registered certifying bodies to comply with the ASCB contract, memorandum of understanding, operating procedures and their own assessment and certifying management system. Certifying Bodies shall supply such reasonable evidence of compliance as is deemed necessary by ASCB from time to time. Failure to submit satisfactory evidence may lead to accreditation services, including visits, which will be charged at the current rate. Unless defined elsewhere in correspondence between ASCB and the certifying body the current rate is two US dollar and seventy-five cents a minute and a standard day is two hundred and twenty-five minutes. A certifying body is the term given to, or the definition of, an organisation or individual undertaking audit, assessment and certification services.

CERTIFICATES AND LOGOS

A Certifying Body and its clients or registrants may apply the ASCB logo and certificates only in respect of their areas assessed and registered, and to bring to the attention of customers, when reasonable and appropriate, any areas of business for which it has not been registered or assessed and it is required that the certifying body ensure supplier compliance to this effect. Use of the ASCB logo is allowed only following payment to ASCB, by the registered certifying body and for the duration of the period covered by the registration fees. Registered certifying bodies are liable for the registration fee due in respect of every certificate they issue under the auspices of ASCB or bearing the ASCB logo. This liability may be offset in the event of certificated registrants or clients paying the fee. Use of any other logo in respect of ASCB e.g. 'Crown and Tick' is not authorised and is outside the scope of ASCB jurisdiction. Copyright and all other intellectual property rights deriving from our work and work performed and delivered and claimed by the registered certifying body as falling within the jurisdiction of ASCB accreditation services remains with ASCB unless otherwise agreed with us in writing.

NOTIFICATION

Any notice under these Terms and Conditions or requirement of the quality management system of ASCB or the contracts between ASCB, and its registered certifying bodies shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by prepaid recorded delivery or registered post. Any notice served by post shall be deemed to have been served seventy-two hours from the time of posting or if outside of the United States, ten days from the date of posting. In proving such service, it shall be sufficient to prove that the notice was properly addressed and was posted.

TERMINATION OF THE CERTIFICATE AND REGISTRATION

ASCB will withdraw the certificate which is at all times the property of ASCB and the use of its logo from any certifying body who does not comply with these Terms and Conditions.

The certifying body upon notification of the termination of accreditation services shall immediately discontinue use of the ASCB accreditation services logo and all advertising matter which contains them or any reference thereto. In addition, any other documents in the possession of the certifying body which bear reference to ASCB shall if ASCB so desire it be so treated as to erase it.

ACCREDITATION

ASCB supply accreditation services that are the opinion of ASCB. Such services extend to the obtaining of evidence of clients' and their registrants' ability to meet ASCB criteria for registration. Such opinion is applicable only to the issue of certificates by the certifying body that have been advised to ASCB and unless stated to the contrary ASCB listings, statements and certificates signify that in the opinion of ASCB and its servants the certifying body who is the subject of accreditation services registration has demonstrated an acknowledgement of the benefits and desirability of being registered with regard to the scope of activities and standards specified on the certificate. In issuing documents ASCB is confirming registration of the certifying body and its registrants in the ASCB or other nominated lists of certifying bodies and organisations. Certifying bodies are advised that such listing does not guarantee public visibility of such listing but that listing may be verified by the certifying body or registrant directly with the relevant registrar, and are further advised that full compliance with any standard referenced in the scope of certificates is not certificated as certain factors such as the sample nature of assessments and the compliance by the certifying body with their own procedures at times when ASCB are not present and other matters is beyond the control of ASCB. Certifying bodies are advised that the opinion of any other organisation or individual with regard to compliance with any standard that may be quoted in the scope of certificates or the inference of the term "accreditation" may be different to that of ASCB and its servants but nonetheless compliance is not the subject of the certificate.

FURTHER ADVICE, AUTHORITY and ACCREDITATION

Certifying Bodies and their clients are advised to take expert advice when engaging accreditation services. The authority vested in ASCB is that assigned to them by the organisation in respect of the accreditation services contracted and no claim as to statutory, legislative, authority, prominence or right given by any other party unless specified by ASCB is claimed. Certifying Bodies are instructed to avoid saying, implying or causing to be inferred that, under the auspices of ASCB



registration they act with the support, approval or licence of the United States government or any other statutory or government office of any nation, commission or state.

LAW

These conditions and the activities of ASCB are subject to the laws of Delaware, United States. ASCB shall not be liable retrospectively for consequences, costs or damages arising from changes or introduction of such laws or statutory government instruments which may subsequently invalidate ASCB activities.

PAYMENTS

ASCB require their registered certifying bodies to pay fees in advance or by an approved alternative method defined in writing, to maintain their registration and that of their certificated firms.

Fees are non-refundable and payment is in respect of administration conducted by ASCB only and no presumption of outcome or further entitlement should be inferred.

Receipts for payment are issued only upon request.