



## TERMS AND CONDITIONS FOR INSPECTION BODIES

### SYSTEM MANAGEMENT

ACCREDITATION SERVICE FOR CERTIFYING BODIES LLC (hereinafter called ASCB), require their inspection bodies to comply with the ASCB contract, Memorandum of Understanding, operating procedures and their own management system in accordance with ISO 17020. Inspection 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 service visits which will be charged at the current rate. Unless defined elsewhere in correspondence between ASCB and the inspection 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. An inspection body is the term given to, or the definition of, an organisation or individual undertaking inspection body services.

### CERTIFICATES AND LOGOS

An inspection body may apply the ASCB logo to certificates only in respect of their equipment, products and processes assessed and certificated, 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. Use of the ASCB logo is allowed only following payment to ASCB. by the registered inspection body. Registered inspection bodies are liable for the registration fee due in respect of their gross turnover excluding value added taxes. 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 inspection body as falling within the jurisdiction of ASCB registration 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 inspection 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 US, 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 inspection body who does not comply with these Terms and Conditions.

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

Contract between registrant and ASCB shall be deemed terminated when monies due to ASCB remain outstanding in excess of 60 days from date of invoice.

Termination may of this contract is at the will of either party by giving 60 days' notice in writing without reason or

effective immediately upon breach or anticipatory breach of contract.

### ACCREDITATION SERVICES

Accreditation services are applicable only to certificates issued by the inspection body for standards that are defined in contract or Memorandum of Understanding between the inspection body and ASCB and unless stated to the contrary ASCB certificates signify that in the opinion of ASCB and its servants the inspection body who is the subject of the registration certificate issued by ASCB has demonstrated an acknowledgement of the benefits and desirability of being accredited with regard to the scope of activities and standards specified on the accreditation certificate and contract or Memorandum of Understanding. In issuing the certificate ASCB is confirming registration of the inspection body in the ASCB list of bodies. Inspection bodies are 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 inspection body with their own procedures at times when ASCB are not present and other matters is beyond the control of ASCB. Inspection 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

Inspection bodies and clients are advised to take expert advice when engaging accreditation services. The authority vested in ASCB is that assigned to them by the inspection body 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. Inspection 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 inspection bodies to pay fees in advance or by an approved alternative method defined in writing, to maintain their registration and the validity of inspection certificates.

**END**