

TERMS & CONDITIONS FOR LABORATORIES AND PRODUCT CERTIFIERS

SYSTEM MANAGEMENT

ACCREDITATION SERVICE FOR CERTIFYING BODIES LLC (hereinafter called ASCB), require their accreditation services test and calibration laboratories and product certifiers and medical laboratories (hereinafter referred to as Organisations), to comply with the ASCB contract, operating procedures and their own management system in accordance with ISO 17025/ISO IEC 17065 or ISO 15189 and cognisant of ISO 9001. Accreditation services organisations 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 visits which will be charged at the current rate. Unless defined elsewhere in correspondence between ASCB and the organisation the current rate is three dollars and fifty cents a minute and a standard day is two hundred and twenty-five minutes.

CERTIFICATES AND LOGOS

An Organisation may apply the ASCB logo and certificates only in respect of their equipment's, 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 subject to accreditation services. Use of the ASCB logo is allowed only following payment to ASCB, by the organisation in receipt of accreditation services. Organisations are liable for the accreditation services fee due in respect of their gross turnover excluding value added taxes. Use of any other accreditation 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 organisation as falling within the jurisdiction of ASCB accreditation services remains with ASCB unless otherwise agreed with ASCB 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 Organisations in receipt of accreditation services 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 always the property of ASCB, and the use of its logo from any Organisation who does not comply with these Terms and Conditions.

The Organisation 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 organisation which bear reference to ASCB shall, if ASCB so desire it, be so treated as to erase it.

ACCREDITATION

Accreditation services are applicable only to certificates issued by the Organisation for standards that are defined in Appendix 1 of the Memorandum of Understanding between the organisation and ASCB and unless stated to the contrary ASCB certificates signify that in the opinion of ASCB and its servants the organisation in receipt of accreditation services who is named in the certificate issued by ASCB has demonstrated an acknowledgement of the benefits and desirability of being registered with regard to the scope of activities and standards specified on the registration certificate and Appendix 1 of the memorandum of Understanding. In issuing the certificate ASCB is confirming registration of the Organisation in the ASCB list of registered bodies. Organisations are advised that activities covered by European Directive 765/08 - Conformity Assessment, and similar, are prohibited by these terms and conditions and that full compliance with any standard referenced in the scope of certificates is not certificated as the compliance by the registered organisation with their own procedures at times when ASCB are not present and other matters is beyond the control of ASCB. Registered Organisations 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 & ACCREDITATION

Organisations and 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. Organisations 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 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 Organisations to pay fees in advance or by an approved alternative method defined in writing, to maintain their registration and that of their certificated firms.

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