



## Terms & Conditions Supplementary Conditions For Certification Services

### GENERAL

**1.1** Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between Silliker Global Certification Services Pty Ltd (Silliker) to any person applying for certification services (the "Client") shall be governed by the SILLIKER Terms & Conditions and these General Conditions.

**1.2** These General Conditions, and, as applicable, SILLIKER Terms & Conditions, the Proposal, the Application, the relevant Certification Marks License Terms and Conditions constitute the entire agreement (the "Contract") between the Client and Silliker with respect to the subject matter hereof. Save as otherwise provided no variation to the Contract shall be valid unless it is in writing and signed by or on behalf of the Client and Silliker.

**1.3** Where a Certificate is issued to the Client, Silliker will provide the Services using reasonable care and skill and in accordance with these Supplementary Conditions For Certification Services.

### 2. DEFINITIONS

"Accreditation Body" means any organisation (whether public or private) having the authorisation to appoint Certification Bodies;

"Application" means the request for services by a Client;

"Certificate" means the Certificate issued by a competent Certification Body;

"Certification Body" means any Silliker Microtech Division having the authorisation to issue Certificates;

"Proposal" means the outline of services to be rendered by Silliker to the Client.

"Report" a report issued by Silliker to the Client indicating whether or not a recommendation to issue a Certificate is to be made.

"Certification Mark License Terms and Conditions" means the terms and conditions of use of the licensed Silliker Certification Mark.

### 3. SERVICES

**3.1** These General Conditions cover the Product certification services: quality, and other management system certification in accordance with international or national standards;

**3.2** On completion of an assessment programme, Silliker will prepare and submit to the Client a Report. Any recommendation given in a Report is not binding on the Certification Body and the decision to issue a Certificate is at the sole discretion of the Certification Body.

**3.3** Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable Codes of Practice.

**3.5** Silliker may delegate the performance of part of the Services to an agent or a subcontractor and Client authorises Silliker to disclose all information necessary for such performance to the agent or subcontractor.

### 4. CLIENT RESPONSIBILITIES

**4.1** The Client shall immediately inform Silliker of any and all changes in their premises which may affect their management system, their service their products, their process or their skills. Any breach of this obligation to inform may lead to the withdrawal of the Certificate. Furthermore the Client is bound to inform Silliker of any major non conformity identified during internal audits undertaken by the Client, its partners or public authorities; or, any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party

### 5. FEES AND PAYMENT

**5.1** The fees quoted to the Client cover all stages leading to completion of the assessment programme or operations and the submission of a Report and of the periodic surveillances to be carried out by Silliker for the maintenance of the Certificate.

**5.2** Additional fees shall be charged for operations that are not included in the Proposal and for work required due to non-conformances being identified. These will include, without limitation, costs resulting from:

(a) repeats of any part, or all, of the assessment programme or operations due to the registration procedures and rules not being met;

(b) additional work due to suspension, withdrawal and/or reinstatement of a Certificate;

(c) reassessment due to changes in the management system or products, process or services; or

(d) compliance with any subpoena for documents or testimony relating to work performed by Silliker.

**5.3** Any use by the Client of any Report or Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. Silliker reserves the right to cease or suspend all work and/or cause the suspension or withdrawal of any Certificate for a Client who fails duly to pay an invoice.

### 6. ARCHIVAL STORAGE

**6.1** Over and above the period stipulated in the Terms & conditions, Silliker shall retain in its archive for the period required by the relevant Accreditation Body or by law in the country of the Certification Body all materials relating to the assessment programme and surveillance programme relating to that Certificate.

**6.2** At the end of the archive period, Silliker shall transfer, retain or dispose of the materials at its discretion, unless instructed otherwise by the Client. Fees for carrying out such instructions will be invoiced to the Client.

### 7. REPORT AND CERTIFICATE OWNERSHIP AND INTELLECTUAL PROPERTY

Any document including, but not limited to any Report or any Certificate, provided by Silliker and the copyright contained therein shall be and remain the property of Silliker and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only. Duplicates of Certificates are available upon request for external communication purposes.

### 8. COMMUNICATION

The Client may promote its certification in accordance with the terms set out in the Regulations governing the use of the certification marks. Use of Silliker corporate name or any other registered trademarks for advertising purposes is not permitted without Silliker prior written consent.

### 9. DURATION AND TERMINATION

**9.1** Silliker is entitled, at any time prior to the issue of a Certificate, to terminate the Contract if the Client is in material breach of its obligations and, following receipt of notice of such breach, the Client fails to remedy to the satisfaction of Silliker such breach within 30 days.

**9.2** Either Party shall be entitled to terminate immediately the provision of the Services in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.

**9.3** In case the Client transfers its activities to another organisation, the transfer of the Certificate is subject to the Certification Body's prior written consent.

Where such consent is given, the use of the Certificate by such new organisation shall be governed by the Contract.

### 10. MISCELLANEOUS.

**10.1** Any failure by Silliker to require the Client to perform any of its obligations under these General Conditions or the Contract shall not constitute a waiver of its right to require performance of that or any other obligation.

### 11. DISPUTES

Unless specifically agreed otherwise, all disputes arising out or in connection with these General Conditions shall be governed by the laws of Australia and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.