

1. Rights and Obligation

1.1 Client obligation

- A. Cooperate with our assessment processes and procedures necessary to provide our services to you in relation to certification, surveillance activities, re-certification and any other assessments we require, including the investigation of complaints made against your organisation. This includes provisions for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification, investigation and resolution of complaints, etc.;
- B. ensures that, to the best of your knowledge, all information you provide to us is complete, accurate and true;
- C. promptly notifies us in any of the following situations:
- you are subject to any change in direct or indirect beneficial ownership or control;
 - you are subject to changes in legal, commercial or organisational status;
 - significant changes in your organisation or management occur, (including changes in key-management, decision-making managers or senior technical staff);
 - changes occur in the key-contact of your organisation towards Global veritas certification services;
 - you change the address of any of your offices, locations and sites that form part of the Scope of Certification;
 - you intend to change the Scope of Certification and/or the scope of your Management System;
 - you intend to make major changes to the Management System and/or processes or any other change to your Management System where that change is likely to affect the Management System's compliance with applicable requirements;
 - any significant OHS-related events occur in or under the control of your organisation, including but not limited to: fatal incidents, serious injuries, significant environmental incidents or occupational disease (OHS clients only);
 - you are the subject or can reasonably expect to become the subject of any unfavorable publication in local, state, national or industry-associated publication in relation to the products or services or the conduct, compliance or performance of your organisation where such a publication, in the broadest possible terms, could affect the perception of the effectiveness or integrity of your Management System or the Certification thereof;
 - a regulatory authority takes legal action against you (relevant to the scope of your business, Environmental and/or OHS Management System);
 - any OHS-related findings are made by third parties;
 - you cease or intend to cease to carry on a business;

- you cease to be able to pay your debts as they become due;
 - any step is taken by a mortgagee to take possession or dispose of the whole or any part of your assets, operation or business;
 - any step is taken to enter into any arrangement between you and your creditors;
 - any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other person of the whole or any part of your assets or business; or
 - Where you are a partnership, any step is taken to dissolve that partnership or a partner dies.
- D. Pays our invoices in full by their due date. Any discounts offered may only be deducted if the conditions, to which such discounts are subject, have been met. This includes payment of any discounted amount specified on the invoice.

1.2 Client Rights

- A. Clients shall be responsible to ensure their management system meets the requirements of the relevant management system standard and appoint a main contact person to liaison with GVCS. Clients shall ensure that all documentation provided to GVCS does not infringe any copyright, trademarks, licenses and any intellectual property rights of any party.
- B. Clients have the right to object to the inclusion of any auditor proposed by GVCS and/or GVCS Local for the performance of the Assessment, on the grounds of competency or possible conflicts of interest.
- C. Clients shall, with reasonable diligence, co-operate with GVCS and/or GVCS Local in its provision of the Assessment by providing access to its premises, personnel, documentation required for the proper conduct of the Services. Clients shall obtain necessary consents to facilitate GVCS's 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 Assessment. Clients shall inform GVCS, GVCS Local and its auditors of requirements to comply with any health, safety and security regulations applicable to its premises.
- D. Clients who are granted certification shall inform GVCS and/or GVCS Local without delay, of matters that may affect the capability of their management system to continue fulfilling the requirements of the Standard used for certification. These changes/ event include, but not limited to:-
- The legal, commercial, organisational status or ownership;
 - Organisation and management, e.g. Key managerial, decision –making or technical staff;
 - Contact address and sites;
 - Scope of operations under the certified management system;
 - Major changes to the management system and processes;

- Any fatal incidents, serious injuries, occupational disease or breach of regulation necessitating the involvement of the competent regulatory authority.
- E. Clients who are granted certification shall:-
- Conform to the requirement of GVCS when making references to its certification status in any communication media such as in brochures, the internet, advertising and other documents;
 - Not to make or allow any misleading statement regarding its certification and do not use or allow the use of a certification document or any part of it in a misleading manner;
 - Not continue its use of all advertising matter that contains a reference to certification if clients' certification is suspended or withdrawn;
 - Amend any communication and /or advertising collaterals when its scope of certification has been reduced;
 - Not allow reference to its management system certification to be used to imply that GVCS certifies its product, service or process;
 - Not imply that the certification applies to activities outside the scope of certification;
 - Not use its certification in any manner that brings GVCS and its certification system into disrepute and loss of public trust.
- F. Clients who are granted certification and intend to discontinue their certification shall notify GVCS in writing at least two (2) months before the due date of the next surveillance audit.
- G. Clients shall indemnify GVCS against any costs, losses or charges sustained or incurred by the Clients arising from their judgement, decision and/or actions taken on the basis of the information given in the audit report provided and certificate of approval issued by GVCS.

1.3 GVCS obligation

- A. behave ethically, professionally and with integrity;
- B. protect and promote the values of Certification;
- C. conduct a fair, unbiased and objective assessment of client Management System;
- D. provide you with Certification without unnecessary delay when there is, at our sole discretion, sufficient objective evidence to confirm compliance with all relevant requirements;
- E. notify you of any changes in the requirements for Certification, including changes in normative Standards and/or our accreditation status; and
- F. Provide, in case of changes to a normative Standard to which you have (applied for) certification, information about the requirements, timeframes and processes for transitioning your Certification to the new Standard and about the associated compliance assessment procedures.

1.4 GVCS Rights

- A. GVCS at our sole discretion, accept or reject any application for certification;
- B. GVCS assigns suitably qualified personnel or contractors to conduct any part of our services;
- C. GVCS arrange for an observer, either from an accreditation authority or another representative of Global Veritas Certification Services to witness the services being provided;
- D. GVCS shall extend the duration of audits to collect sufficient information/evidence about your Management System's compliance with relevant requirements, conduct additional audits and/or reviews, whether announced, short-term or unannounced, to collect evidence of continued compliance with relevant requirements, or in relation to complaints received from third parties, or to review corrections and Corrective Actions taken (either following suspension or otherwise) and charge additional fees accordingly;
- E. GVCS shall assigns any of our benefits or obligations under a Contract to a third party at our discretion;
- F. GVCS changes Fees at any time without prior notice;
- G. GVCS requires you to pay our fees in advance;
- H. where you cancel or postpone any previously confirmed service, charge you for any costs incurred by us related to the affected services, including but not limited to travel, accommodation, re-booking fees, etc;
- I. GVCS reserves the rights and responsibilities for the Services. These include the rights to grant, refuse, maintain, renew, extend, reduce, suspend, restore and withdraw of certification approval.
- J. GVCS understands the importance of and is committed to impartiality in providing the Services. GVCS manages any conflict of interest to ensure objectivity of its management system certification activities.
- K. GVCS will not market or offer the Services as being linked with the activities of an organisation that provides management system consultancy. GVCS will take action to correct inappropriate claims by any consultancy organisation stating or implying that certification would be simpler, easier, faster, or less expensive if GVCS's Services are used. GVCS will not state or imply that certification would be simpler, easier, faster or less expensive if a specified consultancy organisation is used.
- L. GVCS grants the certification based on its review of the audit findings and conclusions and any other relevant information provided by the audit team after the Assessment. GVCS cannot be held liable for any inaccuracies, omissions or errors in the approved certification, audit reports and/or any documents issued to clients by GVCS in the performance of the Services.
- M. The certification granted by GVCS does not exempt clients from their legal obligations required of their services or products. Client is solely liable for any defects in their services and products and shall protect and indemnify GVCS from any and all claims, costs, expense, loss or damage

and liability made by certified clients as a result of their failure to maintain their management systems and /or of any negligent act.

- N. GVCS reserves the right to revise the certification scheme requirement or any normative requirement for certification. GVCS would give due notice to clients of any changes and for their compliance with any new requirement.
- O. GVCS shall take appropriate actions with clients to deal with incorrect references to certification status and/or misleading use of certification documents, marks and audit reports. Such actions include requests for correction and corrective actions, suspension, withdrawal of certification, and if necessary, legal action.
- P. GVCS warrants that it, its employee and GVCS Local will carry out the Services with the care and skill that may reasonably be expected of an auditor in conducting the Assessment.
- Q. GVCS and GVCS Local reserve the right to notify the related authority bodies immediately in writing, if any breach of an act or contravention of mandatory country laws and regulations, or the country national authorities' requirements, being identified during the performance of the services. The certifying client shall initiate appropriate and immediate response to resolve the issue.
- R. GVCS, its employee and GVCS Local shall in no circumstances be liable to the client organisation for any cost, losses or charges incurred by the Clients in the event that the performance of the Services and/or GVCS's obligations under the agreement is hindered or is caused to be delayed by any default, act or negligence of the Clients.
- S. Charges you a cancellation fee when you cancel or postpone previously confirmed services of our less than 2 weeks prior to its commencement. Depending on the time at which your notice of cancellation or postponement is received, the following charges shall apply:
 - < 2 full weeks, > 5 full working days: 25% of full audit fees
 - < 5 full working days, >2 full working days: 50% of full audit fees
 - < 2 full working days: 100% of full audit fees
- T. GVCS shall charge you interest on any unpaid amount at a rate equivalent to 10% p.a;
- U. GVCS applies a surcharge of 3% for payments you select to make by credit card;
- V. GVCS After having sent you at least 2 reminders over a minimum period of 4 weeks from the due date of our invoice, engage an external debt collection agency of our choice. Any additional costs of such an engagement may be on-charged to you; and
- W. GVCS shall Update and/or change these Terms & Conditions from time to time.

2. Notice of change by Client

GVCS ensure that the certified client informs GVCS, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. Changes relating to:

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- contact address and sites
- scope of operations under the certified management system
- major changes to the management system and processes

3. Confidentiality

3.1 Confidential Information

Parties to this agreement must keep confidential all information that has been provided and/or shared in connection with the contract and provision of services. This includes intellectual property, technical, commercial, financial and personal information related to all aspects of the organisation.

3.2 Non-Confidential Information

Some information is not considered 'confidential' and can be provided by us to third parties, either publicly or on request. This includes:

- A. information which is considered 'public knowledge;
- B. general information about certified organisations, including:
 - a) details of their names, trade names and address (or geographic location) details;
 - b) the Scope of their Certification;
 - c) the status of their Certification;
 - d) the issue and expiry dates of their Certification; and
 - e) the normative documents or standard(s) to which Certification has been granted.

3.3 Disclosure of Confidential Information

Under specific circumstances, confidential information can be disclosed to third parties. Such circumstances include:

- A. when we appoint a contractor to conduct part of our services and where that contractor has signed a confidentiality agreement with us;
- B. when the disclosure is authorised by the other party in writing;
- C. situations where the disclosure is required by applicable law or by any government;
- D. disclosure to any government or regulatory body in situations where we reasonably believe the health or safety of any person may be compromised if such disclosure is not made; and
- E. information that we share with any accreditation authority that is a member of the IAF

4. Impartiality

GVCS shall provide certification services which are impartial. We recognise the importance of impartiality in maintaining the integrity of the audit process and as such have systems in place to manage and control any conflict of interests which may arise. We shall analyse and minimize such threats. Any threats to the impartiality of GVCS shall be made available to its Committee for impartiality for investigation.

5. Liability

Our liability, in case of any dispute in relation to the provision of our services or any breach of the Terms & Conditions by us, is limited to:

- A. providing the services again at no additional cost to you (except for travel related expenses); or
- B. the fees (to be) charged for the disputed services provided, not including any disbursement for expenses incurred by us in relation to the provision of those services.

6. Revision

The assessed scope may be revised on application to GVCS. Simple extensions of scope may be examined during a surveillance visit. More complex extensions may require a special audit visit.

7. Publicity and Promotions

You agree to not make any misleading statements regarding your application or certification status. You shall not allow your certification status to imply or lead anyone to think it is a certification of a product. You shall not allow certification marks, badges or logos to be placed on a product or on product packaging. You must not allow your certification to be applied to or to imply that any areas except those within the scope of certification to which we have provided certification services are certified. You must comply with the instructions issued to you when making reference to your certification status in the media and in particular the requirements for the display of certification logos and badges. You must not bring GVCS into disrepute or lose public trust in the certification system. Upon suspension or withdrawal of its certification, client has to discontinue the use of all advertising matter that contains a reference to certification, as directed by GVCS. Client must amend all advertising matter when the scope of certification has been reduced.

8. Payments

Fees for assessment are non refundable. Fees for initial audits shall be sought prior to any on site activities taking place wherever possible. All other fees are due following each assessment. All fees

are subject to the relevant and applicable local and national taxes. Any agents or individuals other than those directly employed by GVCS shall be responsible for payment of their own taxes. Details of assessment charges and associated man-day requirements will be made available upon request.

9. Safety

You must ensure the safety of our staff and contractors during the provision of services at your sites or at sites where you conduct your activities. This includes provision of advice of any safety hazards, training or induction requirements and/or any specific access requirements that may apply.

10. Force Majeure

Failure of either party to perform its obligations under the agreement shall not subject such party to any liability to the other party if such failure is caused or occasioned by an act of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labour unrest, interruption due to the delay in transportation, compliance with any order, regulation or request of any government of competent jurisdiction or any officer, department agency or committee thereof, or by any other event or circumstance of like or different character to the foregoing beyond the control of the party so failing to perform.

11. Severability

If one or more provisions specified in these Terms & Conditions would not be enforceable, such provision(s) must be read down to an extent that is necessary to avoid that result. Where it is not possible to read down such a provision to such an extent, it is to be severed from the agreement without affecting the validity and enforceability of any of the other provisions of these Terms & Conditions.

12. Governing Law

Any agreement between us and our clients is governed by the laws of India. The courts of India have exclusive jurisdiction in connection with any such agreement.

13. Termination

- A. GVCS reserves the right to terminate certification at any time should you fail to comply with these conditions or have acted in a way to bring your certification or
- B. GVCS or the certification process into disrepute and have failed to rectify this breach.

- C. GVCS can also terminate this contract for any reason by giving you 30 days notice of termination in writing.
- D. You may terminate this contract at any time by giving GVCS at least 30 days notice prior to any due certification activities taking place in writing. Upon termination you must immediately cease to use the certificates issued to you and all logo's, badges and symbols in their entirety including any advertising matter. If you cancel or terminate your certification less than 30 days prior to any planned or scheduled certification activity you shall be liable for the payment of the fee.
- E. GVCS reserves right to cancel the certification process if client does not make the complete payment before issuance of certificate (as per schedule agreed)

14. Agreement

We agree to these Terms and Conditions of this agreement and confirm that we have read and understand them and that the persons who signatures the certification agreement accepts the terms and conditions available on the website www.gvcsndt.org on behalf of the client and GVCS. We accept this is a legally binding agreement.

Note: *Acceptance of these Agreement Conditions implies acceptance of all provisions contained therein.*