

	<b>ISO 9001 Certification Agreement and Rules for Use of Certification Mark and Logo</b>	Document No.:	F69.21
		Revision No.:	03
		Effective Date:	08-01-2025
		Review Date:	06-01-2025
		Controlled	

## **CERTIFICATION AGREEMENT**

### **1. General**

This agreement is made between ACT, a business unit of ACT, and the company or organization (the "Client") named in the attached Certification Contract.

This is a legally enforceable agreement for the provision of certification activities to ACT's clients and all the sites covered by the scope of certification (all agencies and offices reporting to ACT included). Where there are multiple sites of client, this agreement covers all the sites covered by the scope of the certification

### **2. Scope of Agreement**

- 2.1 ACT agrees to provide the Client with the service for the location(s) and the scope as detailed in the price quotation - part of this contract document. The Client agrees to the provisions of this Agreement and all attachments.
- 2.2 In order that ACT may provide the Service, the Client agrees to supply ACT with all the necessary information about their facilities.
- 2.3 Client requested service visit dates must be confirmed with ACT in writing after receipt of signed contract. No service visit dates requested by clients prior to the return of the signed engagement details can be guaranteed.
- 2.4 Unless agreed to in writing, nothing expressed or implied between the client and ACT personnel is considered binding.
- 2.5 Client allows ACT to use its mark on their advertising and marketing material.
- 2.6 ACT publishes list of certificates issued, suspended, withdrawn. The information includes details like, name, address and scope of the certificate and certification validity. Client allows ACT to publish the details in this list
- 2.7 ACT will provide its clients any changes that may take place to its certification requirements and the same will be verified by ACT for all its clients for compliance
- 2.8 Client is to inform ACT any changes that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. E.g. Changes related to legal, commercial, organizational status of ownership, organization and management, address and sites, scope of operations under certified management system, major changes to system and processes.

### **3. Terms of Payment**

- 3.1 Fees quoted in the Engagement Details will remain fixed for a period of twelve (12) months from the date of signing the letter. All fees quoted are exclusive of taxes, travel and accommodation.
- 3.2 The Client agrees to pay fees as assignment services are rendered. Fees for the initial registration assessment must be paid before the registration certificate is issued. Any amount not paid within 30 days of the date of the invoice may be subject to additional fees. In the event that the fees are not paid within the agreed time frame, ACT may

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terminate this agreement with five days notice and will not be liable for any resulting loss, cost, or expense and the registration certificate shall be deemed canceled.

- 3.3 Fees for special purpose visits (e.g. to verify implementation of corrective actions, on receipt of customer complaints, changes / revisions in the management systems which the Client has reported as having an effect on the registration, change in address, scope of the certified management system, changes / revision in management system standard) are not included in the fees quoted and will be invoiced to the Client at rates in effect at the time of the visit.
- 3.4 The Client agrees to reimburse ACT for the following as incurred:
- Expenses which generally include travel, meals, car rental, lodging and travel time.
  - An administrative fee (covering report preparation, cost of one certificate per registered site, telephone and fax) as specified in the Certification Contract will be charged.
- 3.5 ACT is not responsible for unforeseen circumstances encountered during the delivery of the Service which may require additional time or expense, and could result in our inability to complete the assessment as specified in the Certification Contract. ACT reserves the right to pass on to the Client additional costs arising from services requested by the Client which are not listed on the Certification Contract.

#### 4. Termination

- 4.1 Either party may terminate this agreement by written notice to the other, at least three months prior to the next scheduled service assignment date;
- if the other party is in material breach of this agreement and such breach remains uncured five days after receipt of written notice thereof;
  - if the other party (i) files for voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against such other party and such involuntary petition is not dismissed within 30 days from the date of the filing thereof, (ii) is unable or admits in writing an inability to pay its debts as they come due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) dissolves, liquidates or sells substantially all of its assets.
- 4.2 In the event that this agreement is terminated, the registration certificate shall be deemed to be canceled and the client has to stop using the certification and registration marks with immediate effect.

#### 5. Liability

ACT or its personnel shall not have any liability to the Client for any claim, loss, damage or expense resulting from, relating to or arising out of ACT's performance of the Service except to the extent resulting from the negligence or willful misconduct of ACT or its personnel. In the event of any claim, loss, damage or expense incurred by the Client as a result of the negligence or willful misconduct of ACT or its personnel in the performance of the Service, ACT's maximum liability to the Client shall be limited to the amount of the fees paid to ACT for the Service.

#### 6. Force Majeure

ACT shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

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## 7. Law

The contract to which this agreement applies is governed by the laws of the country where the client is situated, and the parties submit to the jurisdiction of the courts of these countries, and all notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the party.

## 8. Information requirements

### 8.1. Public information

8.1.1. ACT makes public (principally through the ACT website: [www.africancertification.co.za](http://www.africancertification.co.za)) information regarding the;

- a) audit processes;
- b) processes for granting, refusing, maintaining, renewing, suspending, restoring or withdrawing certification or expanding or reducing the scope of certification;
- c) types of management systems and certification schemes;
- d) the use of the ACT name and certification mark or logo;
- e) processes for handling requests for information, complaints and appeals;
- f) policy on impartiality.

Information in hard copy format is also supplied on request. Periodically the information made available to the public and clients (website, brochures and advertising) is checked to ensure that it is current, correct and not misleading.

8.1.2. Upon request the following information is provided to the customers;

- a) geographical areas of operation of ACT;
- b) the status of a given certification;
- c) the name, related normative document, scope and geographical location (city and country) for a specific certified client.

8.1.3. ACT maintain all information (including advertising) provided to public up to date and accurate all the times and ensure that the same is not misleading to its customers or public.

### 8.2. Certification documents

8.2.1. Certification documents are normally sent to the certified client in paper format through the postal system, however provision exists for the certificate to be sent electronically in a format that prevents alteration.

The effective date on a certificate will in all cases be the date at which the certificate was approved (by Management Signatory) to be issued. All corrective action must be effectively closed out prior to a certification decision being made.

8.2.2 Certification documents identify the followings:

- a.) the name and geographical location of each certified client (or the geographical location of the headquarters and any sites within the scope of a multi-site certification);

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- b.) the effective date of granting, expanding or reducing the scope of certification, or renewing certification which shall not be before the date of the relevant certification decision;
- c.) the expiry date or recertification due date consistent with the recertification cycle;
- d.) a unique identification code;
- e.) the management system standard and/or other normative document, including indication of issue status (e.g. revision date or number) used for audit of the certified client;
- f.) the scope of certification with respect to the type of activities, products and services as applicable at each site without being misleading or ambiguous;
- g.) the name, address and certification mark of the ACT; other marks (e.g. accreditation symbol, client's logo) may be used provided they are not misleading or ambiguous;
- h.) any other information required by the standard and/or other normative document used for certification;
- i.) in the event of issuing any revised certification documents, a means to distinguish the revised documents from any prior obsolete documents.

ACT maintains a directory of valid certificates (available on request) that as minimum will show the name, relevant normative document, scope and geographic location (e.g. city and country) for each certified client (or the geographic location of the headquarters and any sites within the scope of multi-site certification). The directory will be available on request.

### 8.3 Confidentiality

- 8.3.1 ACT, through legally enforceable agreements, have a policy and arrangements to safeguard the confidentiality of the information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on its behalf.
- 8.3.2 ACT informs the client, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the client, is considered as confidential and not shared.
- 8.3.3 Except as required in the International Standard (ISO/IEC 17021) as well as policy, information about a particular client or individual shall not be disclosed to a third party without the written consent of the client or individual concerned. Where **ACT** is required by law to release confidential information to a third party, the client or individual concerned are notified in advance of the information provided.
- 8.3.4 When ACT is required by law or authorized by contractual arrangements (such as with the accreditation body) to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

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8.3.5 Information about the client from sources other than the client (e.g. complainant, regulators) is also treated as confidential, consistent with **ACT's** policy.

8.3.6 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the certification body's behalf, shall keep confidential all information obtained or created during the performance of **ACT's** activities except as required by law. All confidential information relating to a client will be retained in appropriate secure filing cabinets; the offices are secure. Access to information stored electronically either from using computer equipment in the offices or via the website is password controlled and measures taken to prevent unauthorised access.

8.3.7 ACT will inform the client when any confidential information is made available to other bodies i.e. accreditation bodies. ACT is having processes and facilities for secure handling of confidential information.

#### 8.4 **Information exchange between ACT and its clients**

##### 8.4.1 **Information on the certification activity and requirements**

ACT will provide and update clients on the following;

- a.) A detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification.
- b.) The normative reference for certification
- c.) Information about the fees for application, initial certification and continuing certification
- d.) ACT requirements for prospective clients to;
  1. Comply with certification requirements
  2. To make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints, and
  3. To make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors)
- e.) Documents describing the rights and duties of certified clients, including requirements, when making reference to its certification in communication of any kind in line with the requirements for the use of certification marks (paragraph 8.3)
- f.) Information on procedures for handling complaints and appeals.

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#### 8.4.2 **Notice of changes by a certification body**

ACT gives due notice to its certified clients of any changes to its requirements for certification. ACT will ensure that it verifies that each client complies with the new requirements and will amend procedures accordingly.

#### 8.4.3 **Notice of changes by a certified client**

ACT has established legally enforceable arrangements to ensure that the certified client informs the certification body, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. These include (but are not limited to), changes relating to;

- a.) The legal, commercial, organisational status or ownership,
- b.) Organisation and management (e.g. key managerial, decision-making or technical staff)
- c.) Contact address and sites
- d.) Scope of operations under the certified management system, and
- e.) Major changes to the management system and processes.
- f.) Breaches of legal obligations

ACT takes appropriate actions on the event basis.

### 9. **Indemnity**

The Client will indemnify and hold harmless ACT and its personnel from and against any and all liabilities, damages, claims, losses, costs and expenses (including reasonable attorney's fees) resulting from, breach of agreement or resulting from, relating to, or arising out of the misuse or alleged misuse by the Client of any registration, certificate, mark or mark of conformity provided by ACT pursuant to this agreement.

### 10. **Confidentiality**

Except as required by law and the relevant accreditation authorities, ACT will treat as strictly confidential and will not disclose to any third party without prior written consent of the Client, any information which comes into the possession of ACT or its employees in the course of providing the Service.

### 11. **Rules for Certification**

- a) The Client facilities specified in the Certification Contract must have an effectively implemented and documented quality management system, which complies with the standard as specified in the Certification Agreement.
- b) Complete Internal audits followed by management reviews of the client's quality management system should be carried out at least once in a year. At least one complete cycle of Internal Audit and Management review shall be completed before Certification Audit.
- c) All records pertaining to the implementation of the quality management system must be made available to authorized ACT personnel including records of external complaints and remedial actions taken.

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- d) Access to all business and production areas must be made available to authorized ACT personnel to ensure an effective and efficient audit including all documentation relating to the quality management system for which Certification is being undertaken.
- e) A designated individual must be appointed by the Client to be responsible for ensuring that the quality management system requirements are observed.
- f) For any Management System the Client must comply with the Certification Program requirements, mandatory legal or regulatory requirements, statutory requirements which apply to the Client's production processes or services. The Client must maintain a manual register of regulatory requirements that are applicable and shall comply with the same. In the event of Client (organization) conducting a violation of the legal / regulatory / statutory requirement, the client will inform ACT on its own, proactively and voluntarily. In case a violation of legal / regulatory / statutory requirement is observed during the course of Certification (stage 2) and surveillance Audit, the audit team will notify the client's management of the violation. The client shall ensure and provide evidence to ACT that the appropriate authorities have been notified of the violation as per the prescribed procedures of the relevant authorities.
- g) All significant changes to the Client's organization, products, processes or services which may affect the Certification or compliance to the audited standard must be communicated to ACT. This may require ACT to undertake further Audit to review the impact of these changes on the Certification.
- h) ACT will carry out at least 1 audit per year to ensure the Client continues to comply to the requirements of the relevant management system standard.
- i) The frequency and duration of surveillance visits may be increased if a significant number of non-conformances or complaints are reported.
- j) Clearance of Non-conformances:

Within **25 working days** after the audit, clients need to, as applicable:

(1) address major non-conformances and submit evidence of the corrective actions taken

(2) submit the action plan for taking corrective with regards to minor non-conformances

Evidences of corrective actions taken with regards to minor non-conformances is to be submitted **within 3 months** of the audit.

Failure to satisfactory closure can result in complete re-audit.

- k) Original management system documentation held by the Client must be produced and made available to authorized ACT personnel at each visit.
- l) Appeals against any decision taken by ACT regarding the Client's Certification are covered by a documented appeals procedure which is available upon request.
- m) The Client must inform ACT of any significant non-conformances of which they are aware, through internal audit or other means. The Client is responsible for the adoption of sound quality policies to maintain the reliability of their quality management system. It should be understood that ACT is assessing the quality management system and is not in any way certifying the effectiveness of the quality of any product or service. The Client cannot use the

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Certification of its quality management system as "proof" that it offers quality products or services.

- n) If the Client's quality management system is registered by ACT, the Client is entitled to use the ACT mark subject to the mark conditions. The Client agrees not to misrepresent the Certification by ACT, nor to modify or alter the Certification certificate in any way, including ACT's mark.
- o) If the Client fails to maintain compliance with the requirements for Certification, Certification may be suspended or withdrawn at the discretion of ACT. A copy of the suspension and cancellation procedure is available upon request. Upon suspension or cancellation of the Certification the client will discontinue all advertising matter and stationery that contain any reference to the Certification and on cancellation, will return all the Certification documents including the ACT mark material.
- p) Client shall initiate actions against the non-conformities raised by ACT for suspending the certification. He shall submit the evidences for actions taken to close out all the non-conformities raised. Failure to comply with the suspension conditions shall escalate the suspension to withdrawal / cancellation of certification.
- q) The client management system must include a provision, which makes it clear to its customers when it is supplying goods / services not made under it.
- r) ACT cannot guarantee the same auditor for subsequent visits. The client can request in writing for change of auditors / team with appropriate reasons.
- s) The client must only claim that it is certified with respect to those activities for which it has been granted certification.

## 12. Certification Process

### 12.1. Introduction

These rules have been prepared in line with ISO/IEC 17021-1 requirements

As a result of the sampling technique used in evaluations, certification of a management system is not a statement by the certification body guaranteeing that the product or services actually meet specified requirements. Certification does not imply a view on the specification of a product or service. It does not guarantee a good product or service.

ACT is a privately owned independent organisation.

### 12.2. Scope

ACT undertakes the audit, evaluation and certification of management systems operated by companies to the respective management system standards applied for. The client must agree to supply all necessary information to ACT

### 12.3. Personnel

ACT undertakes to provide suitably qualified personnel for all audit and surveillance work using their own staff or suitable qualified subcontractors. All members of ACT (full-time employees or sub-contractors) are required to sign confidentiality agreements concerned with all confidential information to which they may be exposed at client premises.

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The client has right to object to any auditor if he/she perceives conflict to his/her interest. He/She can raise his/her objection to the Management Signatory of ACT, who shall review the potential impartiality threat and take necessary actions; however, the change cannot be guaranteed.

#### 12.4. Certification Contract

On receiving a completed Application form ACT will prepare a contract detailing audit cost, terms, conditions and requirements. On acceptance of this contract, the client will sign the contract and forward it to ACT. The project will then be allocated to a suitable audit team who will then carry out the audit in line with ACT's procedures.

#### 12.5. Audit Methodology

- (i) The first stage of the audit as carried out by ACT is to carry out Stage 1 audit, a review of the client's documentation with respect to the appropriate standard(s). This is to be performed onsite at the client's premises in conjunction with the client's management representative.
- (ii) On satisfying the auditor on the compliance of the documentation and site requirements (if applicable), a report is produced, and Stage 2 audit date is agreed, and an audit is carried out by the auditor(s). If further visits are required due to non-compliances found, these will be undertaken, and extra charges may be incurred by the client. The on-site audit is carried out using client manuals and procedures and by interviewing relevant members of staff regarding their working practices.
- (iii) After certification, if the client changes anything which significantly affects the registration, then ACT must be informed. ACT reserves the right to re-audit if necessary.
- (iv) Recertification requires all previously raised non-conformances to be closed off by ACT.

#### 12.6. Certification

On completion of the on-site audit, the Lead Auditor reports to the Management Signatory. On receiving a report stating that the client's management system meets the requirements of the relevant Standards and approval by the Management Signatory of ACT, the certificate is issued. The certificate remains the property of ACT, providing the client maintains the management system to the required standard. The certificate is valid for three years. Triennial / Renewal audit is to be carried out at least three months prior to the expiry of the certificate at extra cost.

#### 12.7. Surveillance

After the issue of a certificate, to maintain annual registration, surveillance visits will be carried out at the client's premises (announced visits) at least once per year. If areas of concern are identified, more visits may be carried out at the discretion of the Management Signatory. The client agrees to meet the extra costs relating to such increased surveillance. Any changes to scope, products or manufacturing processes must be communicated to ACT

The First Surveillance Audit needs to be conducted within twelve months from the date of the Stage 02 / Certification / Renewal Audit. Failure to comply with this will lead to certificate withdrawal and client deregistration.

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#### 12.8. Extension to the scope of registration

This may be applied for in the same way as the initial audit, indicating the increased scope of registration being required. Audit will be carried out in the areas not previously audited. If successful, a new certificate indicating the new full scope will be issued by ACT. There will be a charge for extensions to scope and re-issue of the certificates.

#### 12.9. Short Notice Audits

ACT may when necessary conduct short notice audits to investigate complaints, or in response to changes, or as follow up to suspended clients

#### 12.10. Reduction in scope of Certificates issued

ACT shall wherever applicable reduce the scope of certification if during the time of routine surveillance audits / Re approval or Renewal audits it finds that the certified client has continually / seriously failed to meet the certification requirements for those parts of the scope of certification. The reduction in scope will be approved by the Chairman of Certification Committee.

#### 12.11. Publicity

Once a certificate has been issued, the client has the right to publish the fact. The relevant marks can be used on its stationery relating only to the audited scope of registration and the relevant part of the standard. All conditions of the Mark Rules issued along with the Certificate will need to be followed.

#### 12.12. Certificate Misuse

ACT will take all reasonable precautions to see that there is no misuse of their certificate in client advertising. The client undertakes to use certification marks as appropriate to its audited scope of registration and relevant Standards.

#### 12.13. Appeals Procedure

If for any reason a client is not in agreement with the Lead Auditor's verdict after an audit, re-audit or a surveillance visit, including suspension or withdrawal of a certificate, he/she is at liberty to lodge an appeal with the Management Signatory through mail or website. All appeals will be held in the presence of an Appeal committee. The committee will hear evidence from the client's representative and the relevant Lead Auditor. The decision of the committee is final and binding on both the client and ACT. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal. Expenses of the Appeal will be met in full by the party who has the decision against them.

#### 12.14. Complaints against ACT personnel

If a client has a complaint regarding any employee of ACT, this should be sent through mail or website to the Management Signatory at the Head Office address. If the complaint involves the Management Signatory then the complaint is to be addressed to the Impartiality Committee of ACT. The complaint shall be handled as per ACT's defined complaint handling process.

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#### 12.15. Complaints against ACT certified clients

If any interested party has a complaint against ACT certified client, this should be sent through mail or website to the Management Signatory at the Head Office address. The complaint shall be handled as per ACT's defined complaint handling process.

#### 12.16. Liability

Neither ACT nor any of its servants or agents warrants the accuracy of any audit, review, information, certification, service or advice supplied. Except as stated in this document, neither ACT nor any of its servants or agents shall be liable for any loss, expense or damage however so sustained by any company, client or person due to any act whatsoever taken by ACT or its servants or agents, save to the extent that any attempted exclusion or liability would be contrary to law.

#### 12.17. Accreditation Body Witnessed Audits

It is a condition of the rules of registration that all ACT certificated clients should, if requested, allow, Accreditation Body assessors to visit the client premises / witness ACT staff carrying out their audits. Failure to allow this could jeopardize the client's registration.

ACT reserves the right to change these rules of registration herewith without prior notification.

### **RULES FOR USE OF CERTIFICATION MARK AND LOGO**

African Certification and Testing (Pty) Ltd (hereafter referred to as ACT) issues marks corresponding to the relevant standard for which approval has been given, by way of a current Certificate of Registration. The certification mark (ACT mark) used must correspond to the standard against which the company has been audited and achieved registration (i.e. ISO 9001 or ISO 14001).

**NOTE:** Any misuse of marks may result in withdrawal of certificates.

Further information is contained in ACT's Rules of Registration.

#### **1. Reference to certification and use of marks**

- This document sets the policy of ACT governing any mark it authorises clients to use assures amongst other things, traceability back to **ACT**. The policy has provision for instructions on ensuring that no ambiguity, in the mark or accompanying text, as to what has been certified and that **ACT** has granted the certificate. The policy also covers the prohibition of using the mark on a product or packaging seen by a consumer or in any other way that may be interpreted as denoting product conformity. The policy is available both on website and as hard copy; all certified companies receive a copy of the policy with their certificate.
- The **ACT** mark is not permitted to be applied to any laboratory test, calibration or inspection reports. The same are verified during the audit and is conveyed to all Auditors concerned.
- ACT** has defined rules governing the use of any statement on product packaging or in accompanying information that the certified client has a certified management system. Product packaging is considered as that which can be removed without the

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product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product. It is ensured that the statement shall in no way imply that the product, process or service is certified by this means. The statement includes reference to:

- identification (e.g. brand or name) of the certified client;
- the type of management system (e.g. quality, environment) and the applicable standard;
- **ACT** name in the certificate.

d. **ACT** requires through this agreement (legally) and rules that the client organisation when certified shall:

- a.) Conform to the requirements of **ACT** when making reference to its certification status in communication media such as the internet, brochure or advertising or other documents (refer to section 8 under the additional information in this document)
- b.) Does not make or permit any misleading statement regarding its certification
- c.) Does not use or permit the use of a certification document or any part thereof in a misleading manner
- d.) Upon suspension or withdrawal of its certification, discontinues its use on all advertising matter that contains a reference to certification, as directed by **ACT**
- e.) Amend all advertising matter when then the scope of certification has been reduced
- f.) Does not allow reference to its management system certification to be used in such a way as to imply that the **ACT** certifies a product (including services) or process.
- g.) Does not imply that the certification applies to activities that are outside the scope of certification, and
- h.) Does not use its certification in such a manner that would bring the certification into disrepute and lose public trust.

Use of certification marks is checked during each surveillance or triennial visit.

e. **ACT** will take action and deal with incorrect references to certification status or misleading use of certification documents, marks or audit reports. The action may include requests for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and if necessary legal action. Clients are notified of the actions that may be taken should the client transgress the rules of certification in the use of certification mark policy. Any reported transgression of the use of certification marks will be treated as a complaint (refer to section 9 under the additional information in this document)

## 2. Additional information pertaining to the rules for use of certification mark and logo:

To ensure that the correct markings are used the following rules shall be adhered to by all companies who receive certification through ACT:

<b>Authorization:</b>	Nominated Representative	<b>Signature:</b>		Page 12 of 15
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- a) When the ACT mark is printed on an unfolded portion of A4 size stationery, it shall be displayed in a size no larger than 30 mm high. On larger portions of unfolded stationery the size may be proportionately increased.
- b) Electronic reproduction of the marks is permitted (including Internet web sites) provided that the requirements are met and
  - the organisation's certificate number is printed under the mark
  - the mark is reproduced so that infilling does not occur
  - degradation and/or distortion of the mark graphic is avoided
  - computer files of the marks shall be prepared from mark masters. Redrawn approximations may not be used.
- c) Holders of certificates issued by ACT may use the appropriate mark in the manner prescribed, on stationery and publicity material or other items relevant to their certificate
- d) Holders of certificates should not use its certification in such a manner that would bring the certification body and / or system into disrepute and loose public trust.
- e) The term 'publicity material' shall not include notices, labels, documents or written announcements affixed to or otherwise appearing on goods or products, unless the goods or products have been manufactured under an accredited product conformity scheme. This restriction shall also apply to primary (e.g. blister packs) packaging, promotional products and test certificates / certificate of analysis.
- f) Upon suspension or withdrawal of its certification, the use of ACT mark or logo shall be discontinued from all advertising matter and stationery that contains a reference to certification. The use of logo on all stationer / advertising material shall be amended if the scope of certification is reduced.
- g) Upon reduction in scope, advertising matter shall be amended.
- h) For (a) to (h) refer to the ACT mark as illustrated below:



- i. The ACT mark shall only be displayed in this format
- ii. Any enlargements or reductions in size shall retain the same proportions
- iii. The ACT mark shall not be larger or more prominent than any other mark on the certified client's documentation
- iv. The colour of the mark on certified product(s) shall be in accordance with the relevant management system standard
- v. When used on paper the ACT mark shall be in black

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- vi. All documents that make reference to the ACT mark, shall clearly identify activities, products and services as applicable to the client's management system standard referred to in the document, which do not fall within the scope of certification.
- vii. The ACT mark shall only refer to activities, products(s) and services relating to the client's management system that fall within the scope of certification as stated in F30.21: Schedule of Certification. The applicable management system standard number shall appear below the ACT mark. The use of the ACT mark is restricted to the relevant premises and use of the ACT mark at any premises other than the premises stated in F30.21: Schedule of Certification, shall not be accepted unless agreed to and verified by ACT.
- viii. The ACT mark shall not be used in such a way to imply that ACT accepts responsibility for the quality of the client's activities, product(s) or services related to the certified management system. On suspension or termination of certification all reference to ACT and the use of the ACT mark shall, without delay, be stopped on all product and documentation.
- i) ACT will take appropriate actions to deal with the incorrect reference to ACT, or misleading use of licenses, certificate, marks or any other mechanism for indicating an activity, product or service related to the client's management system is certified by ACT, found in documentation or other publicity. These actions may include (a to f):
  - i. Request for corrective actions
  - ii. Withdrawal of certificates or reports issued by the client
  - iii. Publication of transgression
  - iv. Suspension of certification
  - v. Withdrawal of certification status, and if necessary
  - vi. Legal action

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Name of Client: \_\_\_\_\_

Client representative initials and surname: \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature: \_\_\_\_\_

Name of Management Signatory: \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature: \_\_\_\_\_