

	African Certification and Testing 1 Klaasen Street, Merrivale Howick, Kwa Zulu Natal, 3291 Tel: 033 3303418 Quality procedure	No.	QP13
		Revision No.	08
		Date	21/02/2020
General Permit Conditions			

GENERAL PERMIT CONDITIONS:

1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS:

Unless otherwise expressly agreed in writing and signed by all parties, or solely to the extent otherwise required by mandatory application of law, all actions and services provided by African Certification and Testing (PTY) Ltd (designated hereafter as “**ACT**”) are governed by the following general terms and conditions of service (the “**General Permit Conditions**”) and by the specific terms and conditions of service (the “**Specific Permit Conditions**”) available on the ACT website.

ACT offers certification services (“**Services**”) covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services (“**Client**”). The audit and certification services offered by ACT are defined in the Scope of the ACT Quality Manual.

1.1 The definitions in this Article apply in these General Permit Conditions:

Accreditation Body: Authoritative body that grants accreditation, under which ACT performs its Services. (South African National Accreditations Systems: SANAS)

Agreement: the ACT ’s acceptance of a completed ACT Order Form or other instructions for Services from the Client, or ACT 's acceptance of an agreed quotation for Services, or any instruction or request for services by a Client and subsequent acceptance by ACT and performance of Services by ACT for the Client. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and ACT.

Certificate of Approval: Document provides permission issued by ACT for a product, to be marketed or used for stated purposes under stated conditions.

ACT Order Form: ACT ’s standard form to be completed by the Client setting out the Services to be performed by ACT, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in ACT Order Form or in a separate document or price list.

Party and Parties: individually ACT or the Client and collectively ACT and the Client.

Reports: all documents created by ACT in relation to the performance of the Services, except Certificate of Approval.

Capitalized terms not otherwise defined herein shall have the meanings given to such terms by the “Conformity Assessment” vocabulary as stated in the ISO 17000 standards.

1.2 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any ACT Order Form or other document shall not govern the Agreement.

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1.3 ACT acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and ACT. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2. ACT 'S OBLIGATIONS:

2.1 ACT shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

2.2 Product inspections will be conducted as per the list below:

Standard	Number of inspections per year of certification
SANS 754	10
SANS 753	10
SANS 457	6
SANS 1288	6
SANS 1783	10

Notes:

ACT will carry out at least 1* audit per year that covers the Client's Quality Management System

*If a client holds Quality Management System Certification (ISO 9001) with ACT, the audit on their Quality Management System is substituted with an ISO 9001 audit.

If a client is certified for more than one standard, the maximum number of audits will apply

If a client's facility is not operational for a period of more than 12 months, ACT will decide on the appropriate action for the remainder of the certification cycle.

If a client's facility is not operational for a period of less than 12 months, the number of audits conducted for that certification year will be adjusted proportionally to the number of months remaining in that year of certification. As long as a minimum of 1 audit is conducted during a year of certification.

For example: suppose the required number of audits is 10 per year of certification and in a year of certification the client's facility is not operational for a period of 6 months and thereafter operates again. Then the number of audits will be adjusted proportionally to 5 audits (5 audits = 10 audits / 12 months X 6 months) for the remainder of that year of certification.

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2.3 The timeframe for corrective actions on findings identified by ACT, are as follow:

Standards	Description of findings	Allowed Timeframe for corrective action
SANS 754, SANS 753, SANS 457, and SANS 1288	Product failure (major): Applicable SANS requirements regarding: <ul style="list-style-type: none"> • Moisture • Penetration • Retention 	25 working days
SANS 1783 (all parts) and SANS 10096	Product failure	
All standards	Re-occurrence of findings (evidence that corrective action for either Minor or Major findings were not effectively implemented) a serious cumulative number of minor non-conformities are found overall Several non-conformities may be grouped together as one major non-conformity.	
All standards	Any other non-conformance (minor)	To be verified and evaluated for clearance at the next evaluation or within 60 days.

2.3.1 The following conditions apply if a product failure is identified during an audit:

A non-conformance raised due to a product failure needs to be cleared before that particular product may be dispatched. Refer to the following scenarios:

2.3.1.1 Products to be dispatched before the next audit:

The client needs to send the records of corrective action(s) taken on failed products to the ACT office so that it can be reviewed and a decision can be made on the clearance of the non-conformance, if cleared the product will be deemed to conform to relevant SANS requirements and the product may be dispatched.

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2.3.1.2 Products to be dispatched after the next audit:

The client needs to keep the records of corrective action(s) taken on failed products and make it available to the ACT audit team during the next audit. The evaluation of the effectiveness of the corrective action(s) taken will include the review of these records. If the non-conformance is cleared the products will be deemed to conform to the relevant SANS requirements and the product may be dispatched.

2.3.2 The following conditions apply if a non-conformance, other than product failure in the scenario stipulated above, is raised:

Outstanding non-conformance past its due date:

ACT will take appropriate actions to deal with non-conformance(s) that are past their due date. These actions may include (I to VI):

- 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

Non-conformances within its due date:

ACT will evaluate the corrective action(s) taken on non-conformance(s) raised during the next audit.

2.4 Should ACT receive a complaint from the open market; more specifically, from any of the customers of ACT certified clients, it will result in ACT conducting a product inspection according to the sampling procedure as stipulated in applicable Specific Permit Condition(s) from the open market (end-user).

2.5 ACT will conduct at least one product inspection according to the sampling procedure as stipulated in applicable Specific Permit Condition(s) samples from the open market (end-user) per year.

2.6 ACT reserves the right to make use of Sub Contractors. The ACT procedure for use of Sub Contractors and list of approved Sub Contractors is available on request. In the event of ACT affecting amendments, modifications and updates to the conditions of this agreement or the General Permit Conditions and Specific Permit Conditions, ACT undertakes to notify the client of such changes within a reasonable time to allow the Client to take action as required by the scheme.

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- 2.7 ACT reserves the right to affect amendments, modifications and updates to the conditions of this agreement or the General Permit Conditions and Specific Permit Conditions.
- 2.8 In providing the Services, ACT does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners, who, notwithstanding ACT 's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which ACT relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability to ACT to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.
- 2.9 For the avoidance of doubt, ACT does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by ACT for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.
- 2.10 The Certificate of Approval and the Reports are given only in relation to the written instructions, documents, information and samples provided to ACT by the Client prior to the performance of the Services. ACT cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or in the Reports to the extent that ACT has been given erroneous or incomplete information by the Client.
- 2.11 Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificate of acceptance or conformity, and which are divulged to ACT , shall be considered to be for information only, without either extending or restricting ACT 's scope of Services or obligations under the Agreement.

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3 CLIENT'S OBLIGATIONS:

3.1 The Client shall:

3.1.1 Co-operate with ACT in all matters relating to the Services;

3.1.2 Always fulfil the certification agreement requirements, including implementing appropriate changes when they are communicated by the certification.

3.1.3 Continue to fulfil to the relevant product requirements as per scope of certification with regards to ongoing production

Note on 3.1.3: Clients are to remain truthful throughout the certification period and fabrication of any records are not allowed whatsoever.

3.1.4 Make all necessary arrangements for:

1) The conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;

2) Investigation of complaints;

3) The participation of observers, if applicable;

3.1.5 Keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and

1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;

2) documents the actions taken

3.2. Quality Management System:

3.2.1 Set up a Quality Policy agreed to by management.

3.2.2 Appoint an employee, trained in quality control to implement and maintain a quality system to ensure conformance of the product to the standards and specifications.

3.2.3 To investigate any complaints.

3.3 Changes affecting certification:

3.3.1 Notify ACT of any changes to the manufacturing process. Any changes will need to be evaluated by ACT and if necessary a re-assessment of the system needs to be carried out.

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3.3.2 Notify ACT of change in ownership. ACT will re-evaluate the Client to determine further certification status.

3.3.3 Should a specification or standard be amended the Client shall be given a period within to comply with the new or changed requirements. If an extension to this period is required an application can be made to ACT in writing.

3.3.4 Inform ACT should a new type of commodity falling within the scope of the specification or standard be introduced. In such a situation, the Client may not place the ACT mark on the product until the process has been assessed and ACT officially authorize the Client to use the mark on the commodity.

3.3.5 Notify ACT of any change to the Trading Name of the Company that may affect identification on Marking Information.

3.4 Access to facilities, documents etc.

3.4.1 Provide, or cause its suppliers to provide, in a timely manner, access to facilities, documents, records, information and personnel as required by ACT, its agents, subcontractors, consultants and employees, to perform the Services. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform ACT of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises;

3.4.2 Allow (after prior notification) access to representatives of ACT's Accreditation Body (SANAS) for the purpose of witnessing ACT auditors for accreditation requirements.

3.4.2 Provide ACT, either directly or through its suppliers and subcontractors, in a timely manner, such information as ACT may require for the proper performance of the Services and ensure that such information is accurate in all material respects;

3.4.2 Where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment and facilities;

3.4.3 Ensure that all documents, information and material made available by the Client to ACT under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party, and;

3.4.4 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.

3.5 General

3.5.1 To the extent that ACT renders Services, the Client agrees that ACT does not owe any specific success but only such Services. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by ACT. Neither ACT nor any of its agents warrant the quality, outcome,

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effectiveness or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.

- 3.5.2 If ACT 's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, ACT shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

3.6 FEES AND PAYMENT:

- 3.6.1 ACT shall invoice Clients on delivery of the Services. Certificate of Approval and Reports cannot be released until full payment has been received by ACT.
- 3.6.2 The Client shall pay each valid invoice submitted to it by ACT, in full and in cleared funds, within thirty (30) days of the date of the invoice.
- 3.6.3 If the Client fails to pay ACT on the due date, ACT may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.
- 3.6.4 ACT reserves the right to review and amend its charges annually; as a minimum, these charges will be adjusted in line with cost indices.
- 3.6.5 If the Client postpones the audit service by a thirty (30) working day's notice, ACT reserves the right to charge the full man-day fee of the audit. This sum will not be discounted from the audit fee ultimately charged when the rescheduled audit is carried out.

3.7 Overdue Accounts

Failure to pay fees will result in:

- 90 day overdue accounts: auditing services can be cancelled.
 - 120 day overdue accounts: certification can be withdrawn.
- 3.8 If the client cancels this Agreement, the client shall pay all the outstanding invoices. In addition, if the Client cancels the Agreement with less than three (3) months notice prior to the next due audit date, then the Client shall be liable for the full cost of the audit, including all audit man-day and administrative fees.
- 3.9 All fees are exclusive of travel and expenses and will be charged as pre-agreed at a fixed rate or at cost
- 3.10 The invoice shall include as appropriate, but not restricted to, man-days (off- and on-site), Reports, Certification, Non-conformity_Closure, Certificate of Approval and Accreditation Fees as well as Expense Costs.

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- 3.11 Any service rendered beyond those set out will be charged at ACT 's current rates.
- 3.12 If the client wishes to cancel the contract before Initial, Main audit, an administrative fees equivalent to 20% of the total contract value will be charged.
- 3.13 If the services are not opted for within 2 years' period from the date of signing of the contract, the entire advance amount will be forfeited.

4 CONFIDENTIALITY:

- 4.1 **"Confidential Information"** shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.
- 4.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.
- 4.3 The confidentiality undertaking shall not apply to any information:
- 4.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;
- 4.3.2 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 4.3.3 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 4.3.4 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
- 4.4 The Certificate of Approval and the Reports are issued by ACT and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of ACT.
- 4.5 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 4.6 On expiry or termination of the Agreement for any reason whatsoever and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit ACT from maintaining copies of

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Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or Accreditation Bodies.

5 SUSPENSION, WITHDRAWAL OR TERMINATION OF CERTIFICATION

Upon suspension, withdrawal or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure

6 PUBLIC ACCESS TO PERMIT INFORMATION

ACT reserves the right to publish or make publicly known the status of permits. This extends only to the status of active suspended and cancelled permits and does not extend to the reasons for a change in status.

7 INTELLECTUAL PROPERTY:

- 7.1 **“Intellectual Property”** shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 7.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.
- 7.3 Neither Party shall contest the validity of the other Party’s Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its affiliates.
- 7.4 Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.
- 7.5 The names, service marks, trademarks and copyrights of ACT shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of ACT and then only in the manner prescribed by ACT.
- 7.6 The client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its

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product certification that the certification body may consider misleading or unauthorized.

- 7.7 If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified by ACT
- 7.8 In making reference to its product certification in communication media such documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by ACT.
- 7.9 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey any rights of ownership or license whatsoever to the ACT 's intellectual property of its proprietary software, nor to the ACT 's proprietary audit methods, training materials and best practices manual, nor to the ACT 's protocols, nor to the ACT 's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and to issue the Certificate of Approval and the Reports. These shall remain the sole property of ACT.
- 7.10 The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.

8 LIMITATION OF LIABILITY:

- 8.1 Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).
- 8.2 Nothing in these General Conditions limits or excludes the liability of ACT:
 - 8.2.1 for death or personal injury resulting from negligence; or
 - 8.2.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by ACT; or
 - 8.2.3 for any other loss which by law cannot be excluded or limited.
- 8.3 Without prejudice to Article 7.1, the total liability of ACT and its affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval and the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to ACT in respect of the Services that give rise to ACT 's liability to the Client.

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9 FORCE MAJEURE:

- 9.1 **"Force Majeure"** shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the ACT unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.
- 9.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

10 ENTIRE AGREEMENT:

- 10.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by ACT. These General Permit Conditions shall take precedence over any terms or conditions set out in the Client's purchase order or other communications with ACT, unless expressly otherwise agreed in writing by ACT.
- 10.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.
- 10.3 Each term or condition of this agreement is severable and in the event of any one or more of the terms or conditions being found to be unenforceable, then the remaining terms and conditions shall remain valid and enforceable.

11 GOVERNING LAW AND JURISDICTION:

- 11.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of South Africa, notwithstanding any conflicts of laws rules that could require the application of any other law.
- 11.2 The Parties irrevocably agree that the courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.

12 RIGHTS OF THIRD PARTIES:

- 12.1 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement

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13 USE OF LICENCE, CERTIFICATES AND MARKS OF CONFORMITY

13.1 The following requirements shall be met by ACT certified clients:

For 13.1.1 to 13.1.8 refer to the ACT approved logo as illustrated below:



13.1.1 Shall only be displayed in this format

13.1.2 Any enlargements or reductions in size shall retain the same proportions

13.1.3 The ACT Approved logo shall not be larger or more prominent than any other logo on the certified client's documentation

13.1.4 The colour of the logo on certified product(s) shall be in accordance with the relevant product standard

13.1.5 When used on paper the ACT approved logo shall be in black

13.1.6 All documents that make reference to the ACT approved logo, shall clearly identify products referred to in the document, which do not fall within the scope of certification

13.1.7 The ACT approved logo shall only be applied to products(s) manufactured on the premises and falling within the scope of certification as stated in F30: Schedule of Certification. The applicable product standard number shall appear below the ACT approved logo. The marking of all products shall only be done on the relevant premises and any marking of product(s) at any premises other than the premises stated in F30: Schedule of Certification, shall not be accepted unless agreed to and verified by ACT.

Exports which exclude the SANS standards:

In the event of outsourcing, ACT must be notified by means of a legally enforceable agreement with a clear identification of the treater. A copy of this agreement shall be sent to ACT.

Clients may include the contract holder's name or logo on their tags, but the producer (treater) shall be identifiable on the tag. ACT will allocate the appropriate identification.

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13.1.8 The ACT approved logo shall not be used in such a way to imply that ACT accepts responsibility for the quality of the product(s). On suspension or termination of certification all reference to ACT and the use of the ACT approved logo shall, without delay, be stopped on all product and documentation.

13.2 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 a product is certified by ACT, found in documentation or other publicity. These actions may include (14.2.1 to 14.2.6):

13.2.1 Request for corrective actions

13.2.2 Withdrawal of certificates or reports issued by the client

13.2.3 Publication of transgression

13.2.4 Suspension of certification

13.2.5 Withdrawal of certification status, and if necessary

13.2.6 Legal action

SPECIFIC PERMIT CONDITIONS:

14 GENERAL:


14.1 These specific terms and conditions of service (the “Specific Permit Conditions”) are governed by the General Permit Conditions of ACT and any other relevant appendixes.

14.2 ACT offers certification services (“**Services**”) covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services (“**Client**”).

14.3 To achieve and preserve certification, ACT ’s Clients are required to develop and maintain their management systems in accordance with said specifications, allowing unconditional access to ACT to audit or otherwise verify these management systems against said specifications.

14.4 The certification awarded by ACT covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client’s management systems certified by ACT. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their products and shall fully defend, protect and indemnify ACT from any and all defects, claims or liability arising from said products.

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14.5 The issued certification does not exempt Clients from their legal obligations in respect of the services or products in the scope of their management systems.

14.6 The client shall only make claims regarding certification consistent with the scope of certification

15 REQUESTS FOR CERTIFICATION:

15.1 The Client will be asked to supply detailed information about the size and scope of their operations subject to ACT 's Services.

15.2 Upon receipt of this information ACT will issue an Application form for product certification (F22) to the Client.

16 THE INITIAL CERTIFICATION PROCESS:

The details of the Services to be provided must be agreed between the Client and ACT.

16.1 PRE-AUDIT:

The pre-audit is an optional chargeable audit, which is designed to preview the Client's management system for areas of the specifications against which the Client asks for certification. ACT will issue a Report to the Client detailing the findings of this audit in due time including any identified appropriate actions.

16.2 INITIAL EVALUATION:

The Initial Evaluation shall be conducted within 30 days from the date of application. ACT will provide an audit programme prior to the commencement of the audit

The ACT audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The ACT audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.

The ACT audit team will prepare and present to the Client's management a report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

16.3 NONCONFORMITY:

ACT auditors will only identify nonconformities that help Clients improve their management systems.

When Major Non Conformity or Major changes occur, ACT undertakes a "special follow up visit", which is charged at ACT 's current rates.

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All fees to review Client's proposed actions to close Minor Non Conformities are charged on a time basis.

16.4 ISSUANCE OF CERTIFICATION:

ACT will issue to the Client a Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the audit team have been completed.

The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit and the scope of the management system.

17 CERTIFICATION MAINTENANCE:

17.1 SURVEILLANCE:

ACT operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The programme is ongoing and is agreed with the Client in the Agreement.

17.2 RE-CERTIFICATION:

Every three (3) years ACT will review the Client's certification status and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the audit team are completed), ACT will re-issue the Client's certification and the Certificate of Approval(s).

Validity of the certificate cannot be extended beyond the expiry date indicated on the certificate. In order to preserve the continuity of the certification (i.e. to maintain the original approval date of certification), the recertification/reassessment audit must be completed within the validity period of the current certificate (i.e. before expiry of the current Certificate), including the time required and foreseen for completing the corrective actions on the non conformities if found any during the re-certification audit & the recertification decision. In lieu of the same, it is recommended to complete the recertification audit at least 90-120 days prior to the current certificate validity getting over. Once completed, recertification will be reconfirmed.

Notes on sections 3 and 4:

Note 1: Audit Methods may include, but is not limited to:

(i) Conducting audit reviews.

The following is taken into consideration:

- The information is complete
- The content is correct
- The document is consistent with related documents

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- The content is up to date
- (ii) Sampling

Sampling is used when it is not practical or cost effective to examine all product(s) and information during the audit. Sampling is measured in accordance with the applicable standard and the General and Specific Permit Conditions of ACT.

- (iii) Judgement Based Sampling

Note 2: An evaluation may be prematurely terminated/ aborted if:

- (i) An emergency occurs at the client
- (ii) In the event of bribery or threat that might be imposed by the client
- (iii) Major malfunction of the client's system

18 CERTIFICATION CHANGES:

The Client is requested to inform ACT without delay of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site, additional sites, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. ACT will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client.

19 ACT AND ACCREDITATION MARK:

The Client shall use the ACT marks in accordance with the instructions for use that ACT provides including the requirements provided in Article 6 - Intellectual Property of the General Permit Conditions.

There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. ACT mark and/or Accreditation Body mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

20 ACCREDITATION BODY ACCESS:

The Client shall allow the ACT 's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the ACT audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or ACT.

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In cases where any Accreditation Body wishes to conduct 'validation visits' to the clients' site, even in absence of ACT personnel, the client shall allow access to the accreditation body representatives. These visits shall not lead to bearing of any additional costs by the client.

21 SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL:

ACT reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give a three (3) months written notice or shorter notice as the situation may require depending upon the information available to ACT. If such actions are deemed necessary the Client will be fully briefed, and will be given every possible opportunity to take corrective action before a final decision is taken on what action ACT should take.

ACT reserves the right to publish the fact that such action has been taken.

22 APPEALS, DISPUTES AND COMPLAINTS:

Should the Client wish to appeal against or dispute any decision of ACT, it should do so in accordance with the ACT appeals procedure, available on ACT website or upon request.

Should a complaint arise about ACT, such complaint shall in the first instance be made to the local ACT office. If the Client does not wish to complain directly to the local ACT office, the complaint shall be sent in writing to the contact e-mail address on the ACT website.

23 The requirements as stated on the ACT website are to be adhered to. Access to these requirements are available via www.africancertification.co.za

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Annexure A: Reference to ISO/IEC 17065 requirements:

ISO/IEC 17065 Clause	QP13 clause
4.1.2.2 (a)	3.1.2
4.1.2.2 (b)	3.1.3
4.1.2.2 (c-1)	3.1.4 (1)
4.1.2.2 (c-2)	3.1.4 (2)
4.1.2.2 (c-3)	3.1.4 (3)
4.1.2.2 (d)	14.6
4.1.2.2 (e)	7.6
4.1.2.2 (f)	5
4.1.2.2 (g)	7.7
4.1.2.2 (h)	7.8
4.1.2.2 (i)	7.10
4.1.2.2 (j-1)	3.1.5 (1)
4.1.2.2 (j-2)	3.1.5 (2)
4.1.2.2 (k)	18

Name of Client: _____

Client representative initials and surname: _____

Date ____/____/____ Signature: _____

Name of Managing Director: _____

Date ____/____/____ Signature: _____

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