



SETSCO Certification Body S-01 TERMS AND CONDITIONS FOR CERTIFICATION

1. General:

1.1 SETSCO Services Pte Ltd (SETSCO) Certification Body

The SETSCO Services Pte Ltd (SETSCO) Certification Body was established to do product certification. Upon accreditation, SETSCO Certification Body will be a legal authority to award certification for series of products. SETSCO Certification Body operates under the accreditation of SAC, using latest normative accreditation guidelines such as;

For Ready-Mixed Concrete:

- ISO/IEC Guide 65
- SS EN 206-1
- SS 544-Part 1 and Part 2
- SAC CT-01, SAC CT-05 and SAC CT-06.

For Fire Fighting Equipment:

- ISO/IEC Guide 65
- Fire Safety and Shelter Guidelines

2. DEFINITIONS:

- 2.1 "Client" means either Applicant and/or Certified Product Organization.
- 2.2 "Customer" means the Applicant and/or Certified Product Organization client.
- 2.3 "Certificate" means the Certificate issued by a competent Certification Body.
- 2.4 "Certification Body" means SETSCO Certification Body having the authorization to issue certificates.
- 2.5 "Key Staff" means but not limited to CEO or General Manager, Management Representative and Approved Assessors/Inspectors.

3. SCOPE:

This document is applicable to all the Clients and member of SETSCO Certification Body (wherever applicable). Participation in the schemes is voluntary and all participants shall adhere to this SETSCO Certification Body Terms and Conditions at all times.

This Terms and Conditions should be read in conjunction with the other certification criteria documents of the respective schemes.

4. CERTIFICATION PROCEDURES:

4.1 A Certificate will be issued to a qualified and certified Organization by SETSCO Certification Body for 3 years. Upon certification, there will be annual routine surveillance and renewal before the expiry date of the certification period.

4.2 An official application together with the fees paid, will be expired within 1 year from the date of an initial application by an Applicant.

4.3 SETSCO Certification Body will publish a listing of Certified Organizations in its website, in due course.

5. OBLIGATIONS OF THE CERTIFIED PRODUCT ORGANISATIONS:

Clients shall comply with the following conditions:

- (a) Offer to all of its customer a standard service consistent with the SETSCO Certification Body S-01 Terms and Conditions and related normative documents
- (b) Immediately notify SETSCO Certification Body, where applicable, on any of the following:
 - (i) Any change in its legal, commercial, ownership or organizational status (including key staff) who could affect the performance or competence of the certification.
 - (ii) Any plans to conduct any production activities outside the Republic of Singapore.
 - (iii) Any and all changes in their premises which may affect their management system, their service, their products, their process or their skills. Any breach of this obligation to inform may lead to be withdrawal of the certificate. Furthermore the Client is bound to inform any major non-conformity identified during internal and/or customer audits (however named) undertaken by its customers, its partners or public authorities.
 - (iv) Any lawsuit or criminal investigation of the Client or its key staff.
 - (v) Any changes to the scope of certification.
 - (vi) Any significant changes in main policies; and
 - (vii) Any other matters that may affect the ability of the Client to fulfill requirements of its certification.
- (c) Adhere to the rules for the use of SETSCO Certification Body Mark and reference to certification status.
- (d) Not to use the certification status in such manner as to bring SETSCO Certification Body into disrepute and not make any statement related to the certification which SETSCO Certification Body may consider misleading or unauthorized;
- (e) Provide reasonable facilities, such as accommodation, cooperation, and access to documentation, inspection methods, test / calibration standards, personnel, inspection site, calibration and testing areas for the assessors and Client concern key staff to discharge their duties during assessments and resolution of complaints.
- (f) Make prompt payment to SETSCO Certification Body of all necessary fees levied by SETSCO Certification;
- (g) Upon the withdrawal of certification forthwith discontinue its use of reference to certification and withdraw all advertising materials which contains any reference of certification;
- (h) Make a clear and unequivocal statement in all contacts with its customers that the certificate of certification is in no way implies that the product is approved by SETSCO Certification Body;

- (i) Not represent or hold itself out as being the agent or partner of SETSCO Certification Body or make any representatives on behalf of SETSCO Certification Body.
- (j) In order to allow SETSCO Certification Body to comply with applicable health and safety legislation the Client shall provide SETSCO Certification Body with all available information regarding known or potential hazards likely to be encountered by SETSCO Certification Body personnel during their visits. SETSCO Certification Body shall take all reasonable steps to ensure whilst on the Client premises, its personnel comply with all health and safety regulations of the Client, provided that the Client makes SETSCO Certification Body aware of the same.

6. CONFIDENTIALITY

- 6.1 All information provided by any Clients in relation to preliminary enquiries or to an application for certification and all information obtained in the course of, or in connection with, an assessment of a Client shall be completely confidential. SETSCO Certification Body organizational members undertake shall always observe the duty of confidentiality provided. **Provided always**, this clause shall not apply to information in the public domain and information in the possession of SETSCO Certification Body prior to submission by the Client.
- 6.2 SETSCO Certification Body shall not disclose confidential information about a particular Client without written consent of the Client, except where the law requires such information to be disclosed without such consent.

7. CONFLICT

- 7.1 Members of the SETSCO Certification Body Organizational members including Governing Board, Certification Committee, Appeal Committee members considered having commercial, financial or other pressures or conflicts of interest that might cause them to act in other than an impartial or non-discriminatory manner shall not be involved in the assessment and evaluation of the Client.
- 7.2 Client shall liaise with the SETSCO Certification Body secretariat on all matters relating to certification and shall not communicate directly with any of the committee members and assessors on such matters.
- 7.3 Client shall be informed of the appointment of assessors and may object to the appointment only once, on valid grounds such as conflict of interest. The Client shall accept any reappointment of assessors by SETSCO Certification Body.

8. COMPLAINTS

- 8.1 Any complaints should be made in writing to the SETSCO Certification Body Secretariat and such complaints should bear the name, designation, company and signature of the sender.
- 8.2 Any written complaints shall include objective evidence(s) to support the complaints, where possible.
- 8.3 Any written complaints received will be duly acknowledged and the sender will be informed of the outcome.

9. APPEAL

- 9.1 Appeals made in writing against any decision for the refusal or withdrawal of certification or any disputes concerning the interpretation of criteria must be made no later than one month from the date of refusal, withdrawal or disputes. Such appeal, which shall be submitted to SETSCO Certification Body Secretariat, will be considered by its Appeal Committee acting on the advice of the Governing Board. SETSCO Certification Body may co-opt technical experts as and when required.
- 9.2 The decision of the Appeal Committee shall be final and shall not be called into question or subject to review or appeal by any court of law.

10. SIGNIFICANCE OF CERTIFICATION

- 10.1 Certification should not be regarded as in any way diminishing the normal contractual responsibilities between the Client and its customers. While the certification is the indication of the integrity and competence of the Client, it does not constitute a guarantee by the SETSCO Certification Body of the competence of the Client in any particular case.
- 10.2 SETSCO Certification Body is in no way responsible for the charging arrangement between a Client and its customers.

11. LIMITATION OF LIABILITY

- 11.1 SETSCO Certification Body undertakes to exercise due care and skill in the performance of the services and accepts responsibility only in cases of proven negligence.
- 11.2 SETSCO Services Body shall not be liable to the Client nor to any third party:
 - (a) for any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken on the basis of the Reports or the Certificates; and (iii) any incorrect results, Reports or Certificate arising from unclear, erroneous, incomplete, misleading or false information provided to SETSCO Certification Body.
 - (b) for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill to reputation, loss anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party that may be suffered by the Client.

12. INDEMNITY

Except for cases of proven negligence or fraud by SETSCO Certification Body, the Client further agrees to hold harmless and indemnify SETSCO Certification Body and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the

performance, alleged performance or non-performance of the Services or (ii) out of or in connection with Clients product, process or service the subject of the certification.

13. APPLICABLE LAW

13.1 This terms and conditions shall be construed in accordance with and governed by the Laws of Singapore and the parties hereby agree to submit to the exclusive jurisdiction of the Singapore Courts.

14. FEES

14.1 The fees for certification shall be prescribed by the SETSCO Certification Body and may change the fees from time to time. Fee schedule will be provided to the approved applicants by the SETSCO Certification Body wherein subject to revision as appropriate without prior notice to an Applicant / Certified Organization.

14.2 All fees paid by a Client are non-refundable.

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

- (a) Additional work due to suspension, withdrawal and/or reinstatement of a Certificate.
- (b) Reassessment due to changes in the management system or products, process or services; or
- (c) Compliance with any subpoena for documents or testimony relating to work preformed by SETSCO Certification Body.

14.4 SETSCO Certification Body reserves the right to cease or suspend all work and/or cause the suspension or withdrawal of any certificate for a Client who fails duty to pay an invoice. All invoices shall be paid within 30 days from the date of issue regardless of the outcome of the audit.

14.5 SETSCO Certification Body may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

14.6 Client shall pay all SETSCO Certification Body collection costs including reasonable attorneys' fees and related costs.

14.7 Overseas traveling (non Singapore), transportation, overnight lodging as may incur by in relation to the audit.

15. TAXES

15.1 Client agrees to indemnify and pay SETSCO Certification Body all taxes, levies, and duties including, but not limited to, goods and services tax or withholding tax which the committee may be liable to pay as a result or providing the services to the Client.

16. CONDITIONS FOR USE OF SETSCO CERTIFICATION BODY MARK

16.1 LAYOUT OF SETSCO CERTIFICATION BODY MARK

- 16.1.1 Reference to SETSCO Certification Body certification status made by Client using SETSCO Certification Body mark. Specimens of the SETSCO Certification Body mark are as shown in Annex 1. It must be reproduced in the official colors, pantone uncoated (286U) and pantone coated (7455C); or in a single color only which may be gold, black, dark grey.
- 16.1.2 The SETSCO Certification Body mark may be uniformly enlarged or reduced, but shall not be less than 15mm in height.

16.2 USE OF MARK OR REFERENCE TO CERTIFICATION IN PUBLICITY AND OTHER MATERIALS BY ACCREDITED ORGANIZATIONS

- 16.2.1 SETSCO Services Private Limited is the owner of SETSCO Certification Body mark which comprises of SETSCO registered logo and the Clients Product Certificate number (refer to Annex1) and all its certificates issued to Client as well. SETSCO Certification Body has the right to take possession these certificates and certification mark in case of improper use.
- 16.2.2 A Client may use the SETSCO Certification Body mark on publicity and other stationery materials such brochures, letterhead paper, quotations, and vehicles. However, the use of the SETSCO Certification Body mark or any reference to SETSCO Certification Body certification in advertising and promotional publications shall be checked and pre-approved by SETSCO Certification Body.
- 16.2.3 The Client shall;
 - (d) only claim that it is certified in respect to those activities which are covered under its scope of certification
 - (e) only use the SETSCO Certification Body mark for premises covered by certification
 - (f) not make any statement regarding its certification that SETSCO Certification Body may consider misleading or unauthorized
 - (g) not allow the fact of its certification to be used to imply that a product, process, system or person is approved by SETSCO Certification Body; and
 - (h) not display the SETSCO Certification Body mark or make any reference for SETSCO Certification Body certification on any test items, products or literature relating specifically to a product which may imply product certification / accreditation.
- 16.2.4 A Client shall upon suspension or voluntary withdrawal of SETSCO Certification Body certification immediately ceased to issue any certificates, reports, labels displaying the SETSCO Certification Body mark or containing references to SETSCO Certification Body certification. Client shall ensure the discontinuation of any materials (whether electronic or hardcopy) usage and distribution.

16.3 REFERENCE TO THE CERTIFICATION STATUS BY THE ACCREDITED CERTIFYING BODY

16.3.1 The SETSCO Certification Body mark is awarded by SETSCO Certification Body to Clients who have successfully achieved certification.

16.3.2 When the SETSCO Certification Body mark is used by a Client, the appropriate certificate number accorded to the organization shall be inserted in the space provided in the SETSCO Certification Body mark.

16.3.3 When a Client uses the SETSCO Certification Body mark, it shall include on the same sheet of document:

(a) Its own name and logo, displayed no less prominently than the SETSCO Certification Body mark

(b) The phrase: "The use of SETSCO Certification Body mark indicates certification in respect of those activities covered by the certification registration number XXXX"

The SETSCO Certification Body mark shall not be used by a Client on any document unless the document relates in whole or in part to certified activities of SETSCO Certification Body.

16.3.4 The SETSCO Certification Body mark shall not be used in such a way as to suggest that SETSCO Certification Body has certified or approved any product or any service supplied by the Clients or its licensee of a certification mark, or in any other misleading manner.

ANNEX 1: SPECIMEN OF LOGO and MARK

A) SETSCO (Registered) Logo



B) SETSCO Certification Body Mark for Ready-Mixed Concrete



C) SETSCO Certification Body Mark for Fire Safety and Shelter Department Regulated Products

-soon to be available