

TERMS & CONDITIONS FOR FIRE SAFETY PRODUCTS CERTIFICATION

1. Scope

These Terms and Conditions for Fire Safety Products Certification ("**Terms**") applies to all testing, inspection and certification services provided by SETSCO Services Pte Ltd ("**SETSCO**") in respect of fire safety products regulated by the Singapore Civil Defence Force ("**SCDF**") including without limitation, renewal, testing, inspection and certification of the products for conformity with technical requirements under:

- (a) SCDF Fire Code
- (b) Fire Safety Act (FSA)
- (c) SAC CT 12
- (d) SAC CT 23

By submitting an application to SETSCO for the testing and/or certification of products and/or systems, the Applicant or the Client (as the case may be) consents to and agrees to be bound by the Terms.

2. Definitions

In these Terms, unless the context otherwise requires, the following definitions shall apply:

"Applicant"	Means an entity that applies for SETSCO to assess the Product(s) conformity to the applicable standards specified in the Application Documents.
"Application Documents"	Means all documents submitted by the Applicant as part of its application for certification.
"Business Day"	Means any day in Singapore except for Saturdays, Sundays and days that have been gazetted as public holidays in Singapore.
"Certification Body"	Means the Certification Department of SETSCO.
"Client"	Means a successful Applicant of a Certificate of Conformity.
"Certificate of Conformity" or "Certificate" or "CoC"	Refers to a certificate issued by SETSCO for a Product that meets Certification Requirements. These certified Products shall be listed in a product directory on SETSCO's website for reference and verification of the validity of the CoC.
"Certification Requirements"	Means all product testing, inspection, surveillance (including the Surveillance Regime), certification and/or other standards or requirements in connection with the Certificate, the PLS, and/or other requirements, directions and/or guidelines, including without limitation those imposed by SETSCO, a Scheme Owner, and/or any governmental authority, as may be replaced, varied, amended or supplemented from time to time.
"Declaration of Compliance" or "DoC"	Refers to a document issued by SETSCO for a fire safety product categorized as non-discrete systems, and allow tracing of these products to their corresponding CoC, and indicate the specific installation location of each product.
"Product Listing Scheme" or "PLS"	Means the third party certification scheme regulated by the SCDF for fire safety products.

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“Product”	Means the fire safety product and/or systems submitted for testing, inspection and/or certification by SETSCO.
“Serial Label”	Refers to a certification label issued by SETSCO, with unique serial numbers, to be affixed to certified regulated fire safety products categorised as discrete systems, and allow tracing of these products to their corresponding CoC, and indicate the specific installation location of each product.
“Surveillance Regime”	Means all surveillance tests, factory assessments, and/or other testing inspection and monitoring activities carried out by SETSCO and/or a third party.
“Surveillance Window”	refers to the period of twelve (12) months starting from the date that a CoC is issued in relation to a regulated fire safety product, and every subsequent period of twelve (12) months or shorter if the CoC expires, or is terminated or withdrawn in any of those periods.
“Validity Period”	Means the period commencing from the issuance date of a Certificate and ending on the expiry, suspension, termination, or withdrawal date of a Certificate, whichever is earlier.

2.1. In the Terms, unless the context otherwise requires:

- (a) a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced;
- (b) a reference to:
 - (i) any Party includes its successors in title and permitted assigns;
 - (ii) **“the Terms”** includes all amendments, additions, and variations thereto;
 - (iii) **“written”** and **“in writing”** include any means of visible reproduction; and
 - (iv) **“Recitals”**, **“Clauses”**, and **“Schedules”** are to the recitals, clauses of, and the schedules to, the Terms (unless the context otherwise requires).

2.2. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter).

2.3. The Annexes form part of the Terms and have the same force and effect as if expressly set out in the body of the Terms.

2.4. The headings in the Terms are inserted for convenience only and shall not affect the construction of the Terms.

2.5. Any thing or obligation to be done under the Terms which is required or falls to be done on a stipulated day shall be done on the next succeeding Business Day, if the day upon which that thing or obligation is required or falls to be done falls on a day which is not a Business Day.

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3. Application for Certification

- 3.1. The Applicant applying for certification of the Product shall provide SETSCO with all information required by SETSCO (including the status of all current and previously-held product certification), along with up-to-date Product samples.
- 3.2. Subject to receipt of all required documents and materials and/or samples, SETSCO will assess the Applicant's compliance with the Certification Requirements in accordance with the agreed assessment plan.
- 3.3. The application or any fees made in relation to it is non-transferable and shall only be valid for and issued based on the information provided by the Applicant in the Application Documents.
- 3.4. The Applicant warrants all information in the Application Documents are true, accurate and complete. All Application Documents may be subject to checks and verifications from various sources to ensure their credibility and authenticity. The Applicant shall procure the release of all information deemed necessary by SETSCO to verify the Application Documents.
- 3.5. SETSCO may at its sole discretion and without giving any reasons whatsoever, refuse to process an application.

Transfer of Certificates

- 3.6. The validity of any transferred Certificate shall be limited to the remaining timespan of the previous Certificate issued by another certification body.
- 3.7. The Applicant warrants and represents to SETSCO that the brand, model manufacturing site and test standards of the regulated fire safety product is the same as that of the previous Certificate.
- 3.8. If the Surveillance Regime has not been completed, transfer of a Certificate (to or from SETSCO) will not be allowed within the final six (6) months of a Surveillance Window, or if SETSCO or the new certification body determines there is insufficient time to complete the Surveillance Regime prior to the lapse of the Surveillance Window.

4. Grant of Certificate

- 4.1. The grant of a Certificate is at SETSCO's sole discretion, and is conditional upon compliance of the Product with the Certification Requirements and any other requirements imposed by SETSCO.
- 4.2. The Applicant may request for an extension of time to fulfill the requirements in Clause 4.1. SETSCO may, at its sole discretion, accede to or reject such request. Failure to satisfactorily fulfill the aforesaid conditions **may result in denial of certification**.
- 4.3. A Certificate is valid for the duration of the Validity Period, subject to Client's compliance with the Terms and successful completion and passing of Surveillance Regime in each Surveillance Window.
- 4.4. If any of the information provided as part of the Application Documents is false or inaccurate, or in SETSCO's reasonable opinion may be false or inaccurate, SETSCO reserves the right to refuse or reject the application in writing, in which case there will be no refund of the application fee.

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- 4.5. SETSCO reserves the right, at its sole discretion, to grant or refuse to grant a Certificate to an Applicant. As an illustration only, any of the following circumstances may result in denial of certification:
- (a) The Applicant makes (or SETSCO has reason to believe the Applicant makes) a false statement or otherwise misrepresented the Applicant's operation or its compliance with the Certification Requirements.
 - (b) Corrective actions for major non-conformities found during assessment are not rectified to SETSCO's satisfaction and, as determined by SETSCO at its sole discretion, indicates a major failure of the production control system and product quality.
 - (c) The Applicant is an existing Client who is in breach of the Certification Requirements of another Product or terms of any agreement between SETSCO and the Applicant.
- 4.6. If the Applicant fails to meet the Certification Requirements within a year of the submission date of the Application Documents, the application shall lapse. The Applicant shall not be entitled to a refund of any fee paid in respect of an application that has lapsed.

Publication of Certification Status

- 4.7. Client acknowledges and agrees that SETSCO may publish and update the status of the Client's Certificate(s) and other details as required by laws, rules and/or regulations on its website which is freely accessible.

5. Maintenance and Renewal of Certificate

Maintenance of Certificate

- 5.1. During the Validity Period, if a Client wishes to maintain the validity of a Certificate in a Surveillance Window, it shall inform SETSCO at least six (6) months prior to the commencement of that Surveillance Window, and submit to SETSCO a duly completed form prescribed by SETSCO ("**Surveillance/Renewal Form**"), along with up-to-date Product samples (where applicable).
- 5.2. Upon receiving all required documents and materials and/or samples, SETSCO will assess the Client's eligibility to maintain the validity of a Certificate in a Surveillance Window, which is conditional upon the Client's continued compliance with the Terms, Certification Requirements, completing and passing the Surveillance Regime, and payment of all required fees ("**Surveillance Process**").
- 5.3. If a Client no longer wishes to maintain a Certificate, it shall notify SETSCO in writing, stating its reasons of such decision. All payments made before the date of the Client's written notice to SETSCO of its intention to terminate its Certificate shall be non-refundable.
- 5.4. If Surveillance Process is not completed within the Surveillance Window, the Certificate will be suspended with immediately effect from the end of that Surveillance Window, pending the completion of the Surveillance Process. Further delay in the Surveillance Process may lead to withdrawal of the Certificate by SETSCO.

Renewal of Certificate

- 5.5. A Certificate will expire at the end of the Validity Period. Prior to the expiry of the Certificate, if a Client wishes to renew the Certificate, it may apply to SETSCO in writing at least six (6) months prior to the expiry date of the Certificate.

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- 5.6. Renewal of a Certificate is conditional upon the Client's continued compliance with the Terms, Certification Requirements, completing and passing the Surveillance Regime, and payment of all required fees (if any).
- 5.7. The renewed Certificate shall be valid for up to a period of five (5) years commencing immediately after the previous expiry date, or such period of time as determined by SETSCO at its sole discretion.

6. Amendments to Scope of Certification

- 6.1. Clients shall inform and provide satisfactory proof to SETSCO of any change which may impact their compliance with the Certification Requirements and the terms herein, which for the avoidance of doubt also includes any change to the information and particulars provided as part of the Application Documents, such as certificate of incorporation, place of business, registered office address, directorship and location of manufacture of a Product.
- 6.2. If a Client intends to make changes to a Product under a Certificate, it shall file a request for expansion or amendment of scope with SETSCO, and submit evidence of standards of production and competency in this scope. SETSCO reserves the right to withdraw a Certificate if it determines (at its sole discretion) **any change made to the Product may impact the Product's compliance with Certification Requirements.**

Reduction / Expansion of Certification

- 6.3. SETSCO may, at its discretion, amend the scope of a Certificate upon written request by the Client or upon any non-fulfillment of relevant Certification Requirements.
- 6.4. If the scope of a Certificate is amended, the Client must destroy or return all Certificates reflecting the old scope of certification. All advertising and marketing materials shall be amended to reflect accurately the amended scope of certification.
- 6.5. SETSCO shall issue a revised Certificate should the scope of certification change and update the status of the Client's Certificate on its website.
- 6.6. The Client agrees to pay the prevailing administrative fee and other necessary charges for changes resulting from, but not limited to, amendment and replacement of existing Certificates or issuance of additional Certificate(s).

7. Client's Obligations

During the Validity Period, a Client shall at all times comply strictly with the following:

- 7.1. Ensure that the Products and/or services offered and sold to its customers are consistent with the Products and/or services submitted for testing, inspection and/or certification by SETSCO;
- 7.2. Not to tamper with, alter, reproduce or amend the Certificates, test reports or any other document issued or provided by SETSCO in any manner;
- 7.3. Fulfill and comply with the Certification Requirements (and any replacements, variations and/or amendments thereto), including but not limited to implementing appropriate steps and changes in accordance with SETSCO's directions;

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- 7.4. Immediately notify SETSCO, where applicable, on the occurrence of any of the following:
- (a) Any change in its legal, commercial, ownership or organizational status (including officers and key personnel);
 - (b) Any activity or plans to conduct any activity (including manufacturing activities) that is inconsistent with **the information in the Application Documents**;
 - (c) Any change in its premises which may affect its management system, service, products, their process or skills;
 - (d) **Any changes to the Product design and manufacturing process compared to the Product sample provided as part of the certification process or Surveillance Regime**;
 - (e) Any actual or potential investigations or legal proceedings against the Client or its key personnel;
 - (f) Any changes to any existing certification or accreditation in respect of a Product;
 - (g) Any material changes in the Client's internal policies; and/or
 - (h) Any other matters that may affect the ability of the Client to comply with Certification Requirements, including but not limited to any major or material issues identified during audits undertaken by its customers, its partners and/or governmental or regulatory authorities.
- 7.5. **Communicate all instructions, requests and submissions made to SETSCO in writing and in the form stipulated by SETSCO from time to time;**
- 7.6. Adhere to the terms and conditions set out in **Annex 2** governing the use of SETSCO Mark and all other marks licensed by SETSCO for use by the Client, and any reference made to its certification status with SETSCO and/or the validity of the Certificates;
- 7.7. **Adhere to the terms and conditions set out in Annex 1 governing the use of SETSCO Serial Labels and DoCs;**
- 7.8. Not to use the Certificates, Serial Labels, DoCs or SETSCO Mark in such a manner as to bring SETSCO into disrepute, and not to make any statement which SETSCO considers misleading or unauthorized;
- 7.9. Consent and submit to the Surveillance Regime (including without limitation scheduled and unscheduled surveillance tests and inspections) and/or audits **for compliance with the Terms, Certification Requirements and applicable legislation, rules and/or regulations (including but not limited to the Fire Code, Building Codes etc)**. The frequency of such surveillance, inspection and/or audits shall be dependent on the specific type of scheme under which the Product has been certified;
- 7.10. Without delay, take all steps requested by SCDF or SETSCO in respect of the conduct of factory or site inspections and the Surveillance Regime, or unscheduled tests required by SCDF or SETSCO to verify conformity with the Certification Requirements, including but not limited to the following:
- (a) make arrangements with SETSCO on the date/time of sampling and inspection;
 - (b) brief SETSCO on the batches of products at the site/factory from which the sample may be taken from;

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- (c) provide the necessary support for the purpose of the Surveillance Regime (e.g. fabricating door frame for fire test involving fire-rated doors); and
 - (d) where applicable, ensure samples are available for testing under the Surveillance Regime.
- 7.11. Upon request by third parties, provide all certification documents issued by SETSCO in their entirety;
 - 7.12. Comply with the requirements and directions of SETSCO and/or any entity that develops and/or maintains the Certification Requirements ("**Scheme Owner**") in making reference to its product certification in documents and marketing collaterals such as brochures or advertisement;
 - 7.13. Keep complete and accurate records of all issues and complaints relating to the Product and Client's compliance with Certification Requirements ("**Compliance Issues**"), take appropriate action to resolve all issues and complaints, record all such action taken, and make these records available to SETSCO immediately when requested;
 - 7.14. Take appropriate action with respect to such Compliance Issues and any deficiencies found in Products that affect compliance with the Certification Requirements, and document any action taken to resolve the Compliance Issues;
 - 7.15. Not to use any Product whose CoC was valid on the date of delivery, but which are subsequently suspended for fire safety reasons;
 - 7.16. **Keep complete and accurate records of the installation sites of all Certified Products, including details of the actual Serial Labels used for a site and make these records available to SETSCO immediately when requested;**
 - 7.17. Install (or as the case may be, procure that the Products be installed) in the same manner as the installation of the tested prototype described in the test report;
 - 7.18. Provide all facilities, arrangement and accommodation deemed necessary by SETSCO and its representatives in relation to:
 - (a) access to documentation including inspection methods, test / calibration standards, personnel records, inspection site, calibration and testing areas for the assessor to effectively carry out assessment activities;
 - (b) investigation of complaints; and/or
 - (c) participation of observers.
 - 7.19. Cooperate fully with SETSCO in respect of any audit and/or investigation commenced by SETSCO and provide, at its own cost, all assistance deemed necessary by SETSCO for such audit and/or investigation;
 - 7.20. Make available all key staff or nominate a representative to facilitate the exchange of information between itself and SETSCO on all matters relating to certification activities;
 - 7.21. Make prompt payment to SETSCO of all fees due and payable;
 - 7.22. Make a clear and unequivocal statement in all contacts with its customers that the Certificate does not in any way imply that the Product is approved by SETSCO;
 - 7.23. Comply strictly with the Certification Requirements, PLS, and the Terms, including all variations and amendments thereto;
 - 7.24. Not to misrepresent or make false or inaccurate statements in respect of its certification status with SETSCO, including but not limited to the status and validity of its Certificates, and shall on

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demand by SETSCO, uninstall, recall and remove at its own cost all products and/or systems concerned;

- 7.25. Not to represent itself as, or hold itself as being an agent or partner of SETSCO, nor make any representations on behalf of SETSCO; and
- 7.26. Provide SETSCO with all available information regarding known or potential hazards likely to be encountered by SETSCO personnel during their visits in order for SETSCO to comply with applicable health and safety legislation.

8. Suspension, Withdrawal and Termination of Certification

Suspension

- 8.1. SETSCO may, at its sole discretion and upon written notice to the Client ("**Suspension Notice**"), temporarily invalidate ("**suspend**") with immediate effect one or more Certificates issued to the Client if, in SETSCO's opinion, any of the following has occurred:
- (a) Non-compliance (whether actual or alleged) to any component of the Surveillance Regime and/or Certification Requirements;
 - (b) Failure to complete any component of the Surveillance Regime within the stipulated time frame (e.g. missed surveillance test);
 - (c) Failure to pass or complete any form of surveillance testing or inspection (including the Surveillance Process) within the Surveillance Window;
 - (d) Non-compliances pending corrective action by the Certificate holder;
 - (e) Upon request by the relevant authorities, including but not limited to the SCDF;
 - (f) Products are suspected to not meet fire safety requirements, but are still in the process of being tested/investigated; and/or
 - (g) Breach of the Terms and/or any other requirement or rules or procedures imposed by SETSCO (including non-payment of fees).
- 8.2. The Suspension Notice will contain (i) the reasons for the suspension; (ii) the effective date of the suspension; and (iii) the right to file an appeal. In addition, SETSCO may impose, from time to time and at its discretion, conditions that the Client needs to fulfill to SETSCO's satisfaction before SETSCO may consider lifting the suspension (at SETSCO's sole discretion). Any such condition will be communicated to the Client in writing.
- 8.3. In the event that the Certificate is suspended due to an actual or suspected defect with the Product, the Client shall, and shall procure that the Product manufacturer halt production or recall the Product (as instructed by SETSCO), pending investigation by SETSCO.
- 8.4. Upon the Suspension of a Certificate, the Client shall forthwith:
- (a) Discontinue (and shall procure third parties to discontinue) sale and use of the Products in Singapore;
 - (b) Return to SETSCO all originals and copies of the suspended Certificate, as well as all Serial Labels and DoCs issued in respect of the suspended Certificate;
 - (c) Cease all use and reference to its Certificate, SETSCO Marks, Serial Labels, and/or DoCs;
 - (d) Withdraw all materials which contains any reference to its Certificate and/or representation that it is a Client and/or holds a valid Certificate; and
 - (e) Comply with any instruction and/or requirement SETSCO may from time to time issue or impose.
- 8.5. The Certificates shall remain suspended until such time SETSCO lifts the suspension or withdraws or terminates the Certificates.

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- 8.6. If the suspension of the Certificate is lifted, SETSCO will return the suspended Certificate to the Client or issue a revised Certificate (should the scope of certification change).

Withdrawal of Certification

- 8.7. SETSCO may, at its sole discretion and upon written notice to the Client, cancel (“**Withdraw**”) with immediate effect one or more Certificates issued to the Client if, in SETSCO’s opinion, any of the following has occurred:
- (a) Any of the grounds for suspension under Clause 8.1;
 - (b) Failure to rectify any non-compliance with the Certification Requirements and the Terms within the timeline determined by SETSCO;
 - (c) Non-compliance with the requirements of the Product Listing Scheme, including without limitation:
 - (i) fire safety product that is supplied to the industry differs from the prototype described in the CoC and laboratory test report; or
 - (ii) misuse of Serial Labels and DOCs;
 - (iii) misuse of any SETSCO Mark, certification mark, logo and/or Certificate; or
 - (iv) supply of products from a factory which differs from the factory declared in the Application Documents.
 - (d) failure to take adequate measures to address any non-compliance during suspension within the timeframe given for corrective action;
 - (e) serious non-compliance that indicates failure of production process to consistently produce products of acceptable quality, including
 - (i) failure or refusal of test/analysis of the product under FSA S33(1), or
 - (ii) the Surveillance Regime is not completed within the Surveillance Window, or
 - (f) Failure to complete the Renewal Surveillance within three (3) month after the end of the Surveillance Window;
 - (g) Upon request by the relevant authorities, including but not limited to the SCDF;
 - (h) Supply, sale or installation of Products that do not conform with the Certification Requirements and/or the Application Documents
 - (i) Breach of the Certification Requirements, Terms and/or any other requirement or rules or procedures imposed by SETSCO (including non-payment of fees); and/or
 - (j) other reasons related to fire safety.

Termination of Certification

- 8.8. SETSCO may, at its sole discretion and upon written notice to the Client (“**Termination Notice**”), terminate with immediate effect one or more Certificates issued to the Client if, in SETSCO’s opinion, any of the following has occurred:
- (a) Any of the grounds applicable to Withdrawal or Termination of Certification;
 - (b) If a Client ceases to supply the product/shuts down the business/undergoes liquidation;
 - (c) Breach of the Certification Requirements, Terms and/or any other requirement or rules or procedures imposed by SETSCO (including non-payment of fees); and/or
 - (d) other reasons unrelated to fire safety.
- 8.9. Without prejudice to Clause 8.8, a Certificate may be terminated by mutual written agreement between the Client and SETSCO.
- 8.10. Upon withdrawal or termination of a Certificate, the Client shall immediately:

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- (a) discontinue (and shall procure third parties to discontinue) sale and use of the Products in Singapore;
- (b) cease all use of the SETSCO Marks;
- (c) discontinue its use or reference to its Certificate;
- (d) withdraw all materials which contains any reference to its Certificate and representation that it is a Client and/or holds a valid Certificate;
- (e) destroy or return all Certificates, Serial Labels, DoCs, and all materials (in particular advertising and marketing materials) containing reference to the Certificate granted by SETSCO; and
- (f) Comply with any instruction and/or requirement SETSCO may from time to time issue or impose.

8.11. This Clause 8 shall survive the expiry or termination of the Terms.

9. Fees and Taxes

- 9.1. The Applicant / Client (as the case may be) agrees to pay all fees in respect of the application, maintenance and/or renewal of the Certificate, which shall be prescribed by SETSCO and may be revised without notice.
- 9.2. Application fee will be payable once assessment plan has been issued and accepted by the Applicant (for new applications) or the Client (for renewal or maintenance of Certificates).
- 9.3. All application fees and fees paid for SETSCO Serial Labels and/or DoCs are non-refundable.
- 9.4. Additional fees shall be charged for any additional work not included in the agreed assessment programme and for work required due to non-conformances being identified. These will include, without limitation, costs resulting from:
 - (a) Additional work in relation to suspension, withdrawal and/or reinstatement of a Certificate or an application;
 - (b) Reassessment due to changes in the management system or Products, process or services; and/or
 - (c) SETSCO's compliance with any order of judicial, regulatory and/or governmental authorities, including subpoenas for documents and/or testimony relating to work performed by SETSCO.
- 9.5. SETSCO reserves the right to cease or suspend all work and/or cause the suspension or withdrawal of any Certificate if an Applicant or Client (as the case may be) fails to pay an invoice when due. All invoices shall be paid in accordance to the terms stipulated in the accepted quotation.
- 9.6. The Applicant or the Client (as the case may be) shall reimburse SETSCO the full costs of any overseas travel, transportation, overnight lodging required as part of the agreed assessment program.
- 9.7. All fees quoted by SETSCO are exclusive of goods and services tax ("GST") which shall be charged to the Applicant or Client (as the case may be) at the prevailing rate in force at the date of SETSCO's invoice.

10. Intellectual Property Rights

- 10.1. Unless expressly set out in the Terms, nothing in the Terms is intended to grant, or is to be construed as granting, to the Applicant or Client any rights or legal interest in any patents,

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copyrights, trade secrets, technical data, know-how, logos, trade names, trade marks or other proprietary rights owned, used or claimed, now or in the future, by SETSCO and/or any third party, and the Client or Applicant shall not use the same without first obtaining SETSCO's prior written consent.

- 10.2. Without limitation to the foregoing, SETSCO shall retain all copyrights and other proprietary rights in all certification documents, including without limitation the Certificates, Serial Labels, DoCs, expert reports, test results, calculations, presentations etc. prepared by SETSCO, and the Client or Applicant shall not use expert reports, test results, calculations, presentations etc. prepared by SETSCO without SETSCO's prior written consent.
- 10.3. The Client or Applicant shall only use test reports, test results, expert reports, etc. in its complete, original and unedited form. Any publication or duplication for advertising purposes requires the prior written approval of SETSCO.

11. Limitation of Liability

- 11.1. TO THE FULLEST EXTENT ALLOWED BY LAW, SETSCO'S LIABILITY TO THE CLIENT AND/OR APPLICANT SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY THE APPLICANT AND/OR CLIENT TO SETSCO IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM OR DEMAND AGAINST SETSCO (WHICHEVER IS EARLIER) BY THE CLIENT AND/OR APPLICANT.
- 11.2. In no event shall SETSCO be liable to the Applicant, Client and/or any third party for:
- (a) for any loss, damage or expense arising from (1) a failure by Applicant or Client to comply with any of its obligations herein (2) any actions taken or not taken on the basis of any inspection report or the Certificates; and (3) any incorrect results, reports, actions and/or Certificate arising from unclear, erroneous, incomplete, misleading or false information provided to SETSCO; and/or
 - (b) consequential, indirect or special loss or damage, loss of revenue, loss of profits, loss of production, loss of contract, loss of business or costs incurred from business interruption, loss of opportunity, loss of expectation, loss of use, loss of goodwill to reputation, loss of anticipated savings, costs of product recalls, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any party.

12. Inspection

Without prejudice to any other right of inspection or audit in these Terms, SETSCO may at its discretion inspect or audit the Client's Products (whether installed or not), inventory, installation sites, manufacturing sites, policies, procedures and records to ensure compliance with the Terms and Certification Requirements, and to investigate any complaints it may receive. SETSCO endeavours to give Client at least five (5) Business Days' prior written notice, but Client acknowledges and agrees that it may be necessary for SETSCO to conduct such audits or inspections at short notice. Client shall cooperate fully with such inspection or audit. Clause 12 shall survive the expiry or termination of the Terms.

13. Indemnity

The Applicant or Client (as the case may be) agrees to indemnify and hold harmless SETSCO, its officers, employees, agents and/or subcontractors against all claims (actual or threatened), losses, damages, fines, penalties and/or expenses (including all legal expenses and related

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costs) howsoever arising from or in connection with the Applicant's or Client's acts, omissions, and/or negligence; use or misuse of the Certificate or Serial Labels or DoC; and/or breach of the Terms or Certification Requirements. Clause 13 shall survive the expiry or termination of the Terms.

14. Personal Data Protection

14.1. The Applicant or Client (as the case may be) agrees to and shall comply with the provisions set out in **Annex 4**.

15. Confidentiality

15.1. SETSCO and the Client (or Applicant, as the case may be) agree to maintain confidentiality over all information disclosed to each other in the course of preliminary enquiries, application for certification, and assessment of an Applicant or Client (as the case may be), to prevent access by third parties to this information, and not to use it for purposes other than contemplated under the Terms.

15.2. This obligation of confidentiality does not apply to information that:

- (a) was already in the public domain at the time of disclosure, or enters the public domain after its disclosure through no fault of the receiving party;
- (b) was already known to the receiving party before receipt from the disclosing party;
- (c) has been obtained by the receiving party from any party not bound by an obligation of confidentiality towards the disclosing party relating to the confidential information; or
- (d) a party is required to disclose pursuant to any applicable laws, or rules or regulations of any stock exchange or governmental, regulatory, administrative or supervisory body.

15.3. The obligations of confidentiality in clause 15 shall survive the expiry or termination of the Terms.

16. Termination

The Terms shall continue in force until the Certificate expires, lapses, is withdrawn or terminated pursuant to the Terms. However, termination of the Terms shall in no way affect any of SETSCO's rights which have accrued prior to and as at termination; and/or any of SETSCO's rights or any provisions herein which expressly or by implication survives termination of the Terms.

17. Complaints

17.1. Any complaints should be made in writing to the Certification Body Secretariat and such complaints should bear the name, designation, company and signature of the sender.

17.2. Any written complaints shall include objective evidence(s) to support the complaints.

17.3. Any written complaints received will be duly acknowledged and the sender will be informed of the outcome.

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18. Appeals

- 18.1. Appeals against any decision of the Certification Body must be made in writing and no later than one (1) month from the date of SETSCO's notice communicating such decision. Such appeal, which shall be submitted to SETSCO through the Certification Body Secretariat, will be considered by its Appeal Committee acting on the advice of the Governing Board. Certification Body may co-opt technical experts as and when required at the Applicant's or Client's (as the case may be) sole expense. The Client or Applicant agrees to abide by any decision by the Appeal Committee, which shall be final and binding.

19. Conflict of Interest

- 19.1. Certification Body members including Governing Board, Certification Committee and Appeal Committee members considered as 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 Applicant or Client as the case may be).
- 19.2. Applicant or Client (as the case may be) shall liaise with the Certification Body Secretariat on all matters relating to certification matters and shall not communicate directly with any of the committee members and/or assessors on such matters.
- 19.3. Applicant or Client (as the case may be) 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 Applicant or Client (as the case may be) shall accept any reappointment of assessors by the Certification Body.

20. Notices and Communications

- 20.1. SETSCO will communicate with the Applicant or Client (as the case may be) orally or in writing based on the contact details furnished in the Application Documents. It is the Applicant's or Client's (as the case may be) responsibility to regularly check for emails and other correspondences from SETSCO. Applicant or Client (as the case may be) acknowledges and agrees that all correspondences sent to the email addresses and addresses provided in the Application Documents shall be deemed validly delivered.
- 20.2. Any notice or other communication in connection with these Terms shall be in writing in English (a "Notice") and shall be delivered personally, or sent by pre-paid first class post or recorded delivery, by electronic mail or by commercial courier, to the Applicant or Client (as the case may be) in accordance with the contact information in SETSCO's records.

21. General

- 21.1. Except as expressly provided, nothing in the Terms is intended to, or shall be deemed to, establish any partnership or joint venture between SETSCO and the Applicant or Client, constitute a party the agent of another party, nor authorise a party to make or enter into any commitments for or on behalf of the other party.
- 21.2. No waiver by SETSCO shall be effective unless made in writing. A waiver (whether expressed or implied) by SETSCO of any of the provisions of the Terms or of any breach of or default by Applicant or Client in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent SETSCO from subsequently enforcing any of the provisions of

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the Terms not waived or from acting on any subsequent breach of or default by the Applicant or Client under the same or any other provisions of the Terms.

- 21.3. The Terms and the documents referred to in the Terms sets out the entire agreement and understanding between SETSCO and the Applicant or Client (as the case may be) in respect of the subject matter herein and supersedes all previous agreements representations and understandings between SETSCO and the Applicant or Client (as the case may be).
- 21.4. The Applicant or Client (as the case may be) may not assign, novate, delegate, sub-contract, or transfer any of the rights or obligations contemplated under the Terms without SETSCO's prior written consent.
- 21.5. To the extent that any provision of the Terms is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of the Terms, it shall not affect the enforceability of the remainder of the Terms nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 21.6. No amendment, modification or change to any provision of the Terms shall be binding unless it is made or consented to by SETSCO in writing. SETSCO reserves the right to amend, vary or supplement the Terms at any time without prior notice, which shall be binding on the Applicant or the Client. If Applicant or Client does not agree to any such amendments, its sole remedy is to terminate the Certificate pursuant to Clause 8.9 before the effective date of such amendment.
- 21.7. Nothing in the Terms is intended to grant to any third party any right to enforce any provision of the Terms or to confer on any third party any benefits under the Terms for the purposes of the Contracts (Rights of Third Parties) Act 2001 of Singapore and any re-enactment thereof, the application of which is hereby expressly excluded, and no term of the Terms shall be enforceable by any person who is not an Applicant, Client or SETSCO (as the case may be).
- 21.8. The Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Singapore law.
- 21.9. SETSCO and the Applicant or Client (as the case may be) irrevocably agree that the Singapore courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms or its subject matter or formation, including non-contractual disputes or claims.

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Annex 1 - Application and Use of Serial Labels and Declarations of Compliance

1. The Client shall apply for Serial Labels and/or DoCs by filling in the form prescribed by SETSCO (**"Request Form"**).
2. The Client warrants and represents that all information provided in the Request Form shall at all times be true and accurate, and shall inform SETSCO in writing immediately if (or if it has reason to believe) any of the information is false or inaccurate.
3. The Client warrants and represents that all Serial Labels and DOCs will only be applied or affixed on Products in accordance to the Request Form submitted.
4. The Client shall:
 - 4.1. Not tamper with, alter, reproduce or amend the Serial Labels or DoCs in any manner;
 - 4.2. At all times retain sole custody and control over all Serial Labels and/or DoCs issued, have the Serial Labels and/or DoCs affixed by its own employees;
 - 4.3. Immediately upon request by SETSCO furnish all documents and information deemed necessary by SETSCO to demonstrate the existence of projects or job sites, as well as delivery, use and/or installation of the Products to such projects or job site;
 - 4.4. Maintain proper records of the location of Products sold or installed in Singapore, which shall be made available to SETSCO immediately upon request; and
 - 4.5. Immediately return to SETSCO all Serial Labels and/or DoCs that are, for any reason whatsoever, not used, unable to be used, or prohibited from being used.
5. SETSCO will issue a record to the Client for all Serial Labels and DoCs issued. Client shall not alter, amend or tamper with the record without SETSCO's prior written consent, and shall furnish the unaltered record in its entirety to third parties who require from the Client a listing of the Serial Labels and DoCs issued in respect of a Product.
6. If any Serial Label and/or DoC becomes missing or damaged, the Client shall immediately lodge a police report and furnish a copy of the said police report to SETSCO. The Client acknowledges and agrees that the police report may be shared with the relevant authorities, including but not limited to the SCDF. SETSCO will also conduct an investigation into the missing or damaged Serial Labels or DoCs.
7. Notwithstanding anything to the contrary in the Terms, the Client agrees SETSCO may at any time, without prior notice, audit the Client's use of the Serial Labels or DoC for compliance with the Request Form and the Terms.
8. The Client agrees to, at its own cost, cooperate fully with any audit and/or investigation by SETSCO, including without limitation:
 - 8.1. Providing unfettered access to all its records, personnel and/or premises requested by SETSCO;
 - 8.2. Providing unfettered access to sufficient samples of the Product as requested by SETSCO, including Products that have already been installed at the site;
 - 8.3. Procuring unfettered access to such premises and personnel of third parties requested by SETSCO; and/or
 - 8.4. Taking any other steps that SETSCO deems fit and/or necessary for the purpose of the audit and/or investigation.

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The Client acknowledges and agrees that the findings of such audit or investigation may be shared with the relevant authorities, including but not limited to the SCDF.

9. In the event of any actual or suspected breach or non-compliance with the Terms, SETSCO reserves the right to:
 - 9.1. Withhold the issuance of additional Serial Labels and/or DoCs;
 - 9.2. Withdraw, terminate or suspend the relevant CoC and/or any other CoC held by the Client; and/or
 - 9.3. Void any issued Serial Labels and/or DoCs.

In addition to the foregoing, the Client shall at its own cost and expense, replace the Products immediately on written demand by SETSCO and/or comply with any instruction issued by SETSCO.

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Annex 2 - Conditions for Use of the SETSCO Mark

1. Conditions for Use of SETSCO Mark

- 1.1. An Applicant or Client shall not use, reproduce, or modify SETSCO's name, logo and/or trade mark (collectively, the "**SETSCO Marks**"), and/or make reference to SETSCO product certification scheme ("**Scheme**") without SETSCO's prior written consent.
- 1.2. If an Applicant or Client wishes to use any SETSCO Mark in any form whatsoever, it shall submit to SETSCO for review and approval, full, accurate and complete copies of the materials in which the SETSCO Mark will be used. SETSCO may at its sole discretion withhold or grant such consent.
- 1.3. An Applicant or Client shall not use or refer to the SETSCO Marks, SETSCO and/or the Scheme in any material unless it has obtained SETSCO's prior written consent, and the material relates in whole or in part to supply, use or installation of the Product.
- 1.4. If SETSCO's written consent is granted to use a SETSCO Mark, the Applicant or Client (as the case may be) shall:
 - (a) On the same sheet of document, display its own name and logo, no less prominently than the SETSCO mark and vice versa;
 - (b) The phrase: "The use of SETSCO mark indicates certification in respect of those activities covered by the certification registration number XXXX" shall be included;
 - (c) Any sign that display the logo or name must be specific to an item or a group of items that is subject to a valid Certificate by SETSCO; and
 - (d) Procure that any advertisement used by a third party may only use the logo or name in such a way as to clearly refer to only items that are the subject of a valid Certificate.
- 1.5. In respect of any product and/or system that is not named in a valid Certificate, the Applicant or Client (as the case may be) shall not use any SETSCO Mark or make any reference to SETSCO or the Scheme which may imply that the product and/or system has been in anyway certified or endorsed by SETSCO.
- 1.6. The SETSCO Mark and references to SETSCO and/or the Scheme shall not be used in such a way as to suggest that SETSCO has certified or approved any product or any service supplied by the Applicant or Client (as the case may be) or in any manner SETSCO may, in its sole discretion, consider misleading.
- 1.7. If SETSCO, at its sole discretion, considers any of the Client's or Applicant's use of or reference to the SETSCO Mark, SETSCO or Scheme to be in breach of the Terms, the Client or the Applicant (as the case may be) agrees to comply with any instruction issued by SETSCO at its own cost, including but not limited to removing, handing over and/or destroying all materials using or referencing the SETSCO Mark, SETSCO, and the Scheme.
- 1.8. A Client shall, upon suspension, withdrawal or termination of a Certificate, immediately cease to use all materials displaying the SETSCO Mark and/or containing references to SETSCO or the Certificate. The Client shall ensure any use and distribution of such materials (whether electronic or hardcopy) cease immediately.

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Annex 4 – Personal Data Protection Provisions

1. DEFINITIONS

- 1.1. In this Annex 4, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

"Affiliates" means in relation to a party, any entity or person which Controls, is Controlled by, or is under the common Control as that party.

"Control" shall mean the direct or indirect ownership of more than fifty percent (50%) of an entity's capital or equivalent voting rights.

"PDPA" means the Personal Data Protection Act 2012 of Singapore.

"Personal Data" means personal data (as defined in the PDPA) that is:

- (a) provided to the Applicant or Client (as the case may be) by or on behalf of SETSCO; or
- (b) processed by the Applicant or Client (as the case may be) or their respective officers, employees, contractors or agents in connection with the Purpose.

"Purpose" means the provision of services by SETSCO to the Applicant or Client (as the case may be) or third parties.

2. PERSONAL DATA

2.1. Compliance with PDPA

The Applicant or Client (as the case may be) shall comply with all its obligations under the PDPA at its own cost. The Applicant or Client (as the case may be) shall further comply with any requests, directions and guidelines which SETSCO may issue to it in respect of any Personal Data from time to time.

2.2. Process, Use and Disclosure

The Applicant or Client (as the case may be) shall only process, use and disclose Personal Data during the Term and:

- (a) strictly for the purpose of security clearance by any relevant authorities;
- (b) with SETSCO's prior written consent; or
- (c) when required by law or an order of court, but shall notify SETSCO as soon as practicable before complying with such law or order of court at its own cost.

2.3. Transfer of Personal Data Outside Singapore

The Applicant or Client (as the case may be) shall not transfer any Personal Data to a place outside Singapore without SETSCO's prior written consent. If SETSCO provides written consent, the Applicant or Client (as the case may be) shall provide a written undertaking to SETSCO that the Personal Data transferred outside Singapore will be protected at a standard that is comparable to that under the PDPA. If the Applicant or Client (as the case may be) transfers Personal Data to any third party overseas, the Applicant or Client (as the case may be) shall procure the same written undertaking from such third party.

2.4. Security Measures

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The Applicant or Client (as the case may be) shall protect Personal Data in its control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent (i) unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Personal Data and other similar risks; and (ii) loss of any storage medium or device on which Personal Data is stored. The Applicant or Client (as the case may be) shall ensure that Personal Data is handled, accessed and transmitted only by those employees of the Applicant or Client (as the case may be) on a need-to-know basis in connection with the Purpose.

2.5. Access to Personal Data

The Applicant or Client (as the case may be) shall provide SETSCO with access to the Personal Data, as soon as practicable upon SETSCO's written request.

2.6. Accuracy and Correction of Personal Data

The Applicant or Client (as the case may be) shall take all steps to correct any errors in the Personal Data, as soon as practicable upon SETSCO's written request.

2.7. Retention of Personal Data

- (a) The Applicant or Client (as the case may be) shall not retain any Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purpose for which such Personal Data was disclosed to the Applicant or Client (as the case may be).
- (b) The Applicant or Client (as the case may be) shall, upon SETSCO's request:
 - (i) return to SETSCO all Personal Data; or
 - (ii) delete and procure the deletion of all Personal Data,

and, after returning or deleting all Personal Data, provide SETSCO with written confirmation that it no longer possesses any Personal Data. Where applicable, the Applicant or Client (as the case may be) shall also procure all third parties to whom it has disclosed Personal Data to return to SETSCO or delete, such Personal Data.

2.8. Notification, Co-Operation and Consequences

- (a) The Applicant or Client (as the case may be) shall promptly notify SETSCO of any notices, requests, queries and communications from any relevant authority relating to the Personal Data, and shall at the Applicant's or Client's (as the case may be) own cost, promptly provide such information and assistance to SETSCO and its representatives as SETSCO may require, in relation to such notices, requests, queries and communications.
- (b) If the Applicant or Client (as the case may be) becomes aware of any actual, threatened or attempted unauthorised or unlawful access, use, processing or disclosure of any Personal Data and/or any breach of this Clause 2, the Applicant or Client (as the case may be) shall immediately:
 - (i) inform SETSCO in writing of such unauthorised access, use, processing or disclosure or breach, specifying the Personal Data involved, the time and nature of the unauthorised access, use, processing or disclosure or breach, the potential impact on SETSCO and the identity of those involved;

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- (ii) at its own cost, take all steps as are necessary or as SETSCO directs (and cooperate with SETSCO in any steps taken by it) to retrieve the Personal Data from unauthorised persons and to prevent further unauthorised access, use, processing or disclosure; and
- (iii) at its own cost, take all steps as are necessary or as SETSCO directs (and cooperate with SETSCO in any steps taken by it) to comply with the PDPA or any applicable law.

2.9. Indemnity

The Applicant or Client (as the case may be) shall fully indemnify and hold harmless SETSCO and its Affiliates and its and their respective officers, directors, employees and agents (collectively the “**Indemnified Parties**”) from and against any and all demands, claims, actions, proceedings, liabilities, losses, damages, fines, penalties, costs (including without limitation legal costs on an indemnity basis) and expenses (collectively, the “**Losses**”) arising out of or in connection with:

- (a) the Applicant's or Client's (as the case may be) breach of this Clause 2; and/or
- (b) any act, omission or negligence of the Applicant or Client (as the case may be) or any of its Affiliates, employees, officers, agents or contractors that causes or results in any of the Indemnified Parties being in breach of the PDPA or any applicable personal data protection or privacy laws.

3. AUDIT RIGHTS

SETSCO shall have the right, at its own expense, to conduct an audit of the Applicant or Client (as the case may be) to verify and ensure its compliance with this Annex and/or the proper collection, usage, processing and protection of Personal Data, during normal business hours upon giving reasonable prior written notice. In the event of such audit, the Applicant or Client (as the case may be) shall comply with the reasonable requests of SETSCO and its representatives and provide access to all personnel and records (software and hardware) necessary to the audit. The Applicant or Client (as the case may be) agrees to, at its own cost, rectify and take corrective action in respect of all audit findings promptly and without delay, and inform SETSCO in writing of the rectification and corrective action taken.

4. TERMINATION

- 4.1. Upon expiry or termination of the Terms, the Applicant or Client (as the case may be) shall immediately and without delay:

- (a) cease using the Personal Data; and
- (b) return to SETSCO all Personal Data, or delete and procure the deletion of all Personal Data, in the possession of itself and/or its officers, employees, contractors, agents and/or Affiliates,

and, after returning or deleting all Personal Data, provide SETSCO with written confirmation that it no longer possesses any Personal Data. Where applicable, the Applicant or Client (as the case may be) shall also procure all third parties to whom it has disclosed Personal Data to return to SETSCO or delete, such Personal Data.

- 4.2. Clauses 2,3 and 4.1 shall survive the expiry or termination of the Terms.