



SETSCO Services Pte Ltd (SETSCO)
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 will be a legal authority to award certification for series of products. SETSCO 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 Safety Products:

- ISO/IEC Guide 65
- Fire Safety and Shelter Guidelines (FSG 1)

For Electrical and Electronic Products:

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 which is own by SETSCO Services Pte Ltd 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.
- 2.6 "SETSCO" means SETSCO Services Pte Ltd

3. SCOPE:

This document is applicable to all the Clients and member of Certification Body (wherever applicable). Participation in the schemes is voluntary and all participants shall adhere to Certification Body S-01 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 POLICIES:

- 4.1 The official application lodged together with the fees paid, shall only be valid within 1 year from the date of an initial application by the Applicant. The application, or any fees made in

relation to it is non-transferable and shall only be valid for the location of the company stated therein .

4.2 A Certificate with 3-year validity will be issued to a qualified and certified Organization by SETSCO. There will be an annual (except for RMC, which will have a bi-annual) scheduled routine surveillance for the maintenance of the certification. All renewal assessments shall be done on the third year prior to expiry date of the certification.

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

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, 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 Mark, including all other marks which SETSCO has been allowed to use, and any reference made to its certification status.
- (d) Not to use the certification status in such manner as to bring SETSCO into disrepute and not make any statement related to the certification which SETSCO 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 Services Pte Ltd of all necessary fees levied by SETSCO Certification Body;
- (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;
- (i) Not represent or hold itself out as being the agent or partner of SETSCO or make any representatives on behalf of SETSCO.
- (j) In order to allow SETSCO to comply with applicable health and safety legislation the Client shall provide Certification Body with all available information regarding known or potential hazards likely to be encountered by Certification Body personnel during their visits. 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 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 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 prior to submission by the Client.
- 6.2 SETSCO 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 Certification Body Organizational members including Governing Board, Certification Committee and 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 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 the Certification Body.

8. COMPLAINTS

- 8.1 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.
- 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.
- 8.4 The certified organization (client) shall keep a record of all complaints received and make this available to Certification Body upon request. The certified organization shall take appropriate action with respect to the complaints received from its customer and all actions shall be recorded.

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 Services Pte Ltd through 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.
- 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 of the competence of the Client in any particular case.
- 10.2 SETSCO is in no way responsible for the charging arrangement between a Client and its customers.

11. CONDITIONS AND PROCEDURES FOR GRANTING, MAINTAINING, EXTENDING, SUSPENDING AND WITHDRAWING CERTIFICATION

11.1 Granting Certification

Certification is granted upon applicant's satisfactory compliance to the relevant standard and Certification Body requirements after the review by the CC and approval from the CB. Certification may include conditions, which require corrective action requests upon a date to be decided by Certification Body. Corrective action must be satisfactorily closed by the given date. Otherwise, the Client may request for an extension for completion. Failure to satisfactorily resolve the CA will result to deferment or denial of certification.

11.2 Maintaining Certification

In order for a client to maintain certification with SETSCO, the client must maintain compliance to the relevant Certification Body and international standards successfully complete an annual surveillance assessment, and annually paying the certification fees, where applicable.

Renewal is initiated by the Certification Body by sending a Renewal Notification letter to the certificate holder at least 6 months prior to certificate's expiry. Once the signed renewal notification letter is received back from the client, Certification Body will perform the appropriate renewal inspection and then verify the clients continued conformance with applicable standards and any outstanding corrective actions request/s.

Refusal to renew certification shall be initiated by the client by formally writing to the CB, stating reason of such decision.

If renewal is not completed by the annual renewal date, Certification Body may opt to extend certification up to three (3) months or may need to withdraw the certificate. Extension approvals may only be granted by SETSCO General Manager in consultation with the Certification Committee.

11.3 Certification Contract Period

The certification cycle is 3 years after which re-certification shall be conducted. Certification is a continuous status, subject to compliance of certified organizations with the relevant norms, as well as the terms of the contract including any specific conditions set by Certification Body.

11.4 Notification of Changes and Extension of Scope

Certified organizations are required to inform SETSCO of any changes which may impact their certification and the scope of their certification.

Where the certified organization is introducing a new product / category not included in its certification scope, a request for extension or amendment of scope must be filed to Certification Body. Appropriate standards of production and evidence of competence in this field must be submitted to Certification Body for review and evaluation.

11.5 Denial of Certification

Any of the following circumstances may result to denial of certification:

1. The applicant for certification willfully made a false statement or otherwise purposefully misrepresented the applicant's operation or its compliance with the certification requirements
2. Corrective actions for major non-conformities found during the assessment are not sufficiently closed and indicates a major failure of the production control system and product quality that cannot be addressed within 6 months
3. If the applicant is not ready for the partial re-inspection, or not able to complete satisfactory inspection within the 1 year validity of the conditioned certificate.

11.6 Sanctions

Failure to meet any of the terms of the certification contract or gross breaches of the requirements of the certification criteria and basic standards may result in the suspension or termination of the certification or in the imposition of other sanctions. The action taken will be in accordance with the severity of the violation. Certification Body, through the recommendation of the Certification Committee may apply one or more of the following sanctions:

- Issue a warning letter or letter of reprimand
- Impose additional conditions and insist on corrective action according to a timetable
- Impose penalty fees
- Require the certified organization to undergo a re-inspection within a certain period
- Suspend certification
- Withdraw / Terminate certification

11.6.1 Suspension of Certification

SETSCO may suspend the certification of a client for a specified period under the following circumstances:

- If it has not addressed or respond satisfactory to non-conformities or have not addressed non-conformities even after lapse of initial timeframe given for corrective actions.
- If major non-conformities leading to failure of the system or product requirement were found during surveillance assessment.
- If there has been any other breach of the applicable requirements or rules of procedures of Certification Body.
- SETSCO has compelling evidence of gross infringement of certification regulation by client

A formal suspension letter shall be sent to the client for information. The letter shall contain the following:

- the reasons for the suspension
- the effective date
- the right to file an appeal
- conditions under which suspension will be revoked

In the event that suspension was due to a defective product, SETSCO has the right to halt subsequent production or instruct the certified organization for a product recall if necessary, pending investigation by Certification Body.

Upon fulfillment of the indicated conditions within the specified period, SETSCO will revoke suspension and notify the client accordingly; otherwise the certification may be withdrawn should the breach persists.

11.6.2 Termination of Certification

SETSCO may terminate or withdraw the certification of the supplier under the following circumstances:

- serious non-compliance with the relevant standard that indicates total failure of production processes to consistently produce products of acceptable level of quality
- failure to fulfill conditions of certification related to non-compliance within the agreed timetable
- misuse of certification mark, logo, certificates etc
- refusal to allow full access to information at the request of the certification body
- failure to meet its financial obligation to SETSCO
- failure to comply with any sanctions imposed
- any other serious breaking of applicable requirements of rules of procedure of Certification Body

11.6.3 The client may have its certification withdrawn provided SETSCO Certification Body is given at least 2 weeks in advance written notification of its decision due to justifiable reasons.

At any of the above circumstances, the client must cease all claims of the SETSCO logo and name, destroy or return all certificates, labels and marketing material containing reference of SETSCO Product Certification Scheme.

Reinstatement of certification is only achieve if the client re-applies for certification and has demonstrated compliance to the previous issues which resulted to its termination. As such, client is subject to a full application process, fees and inspections/evaluation.

12. LIMITATION OF LIABILITY

12.1 SETSCO undertakes to exercise due care and skill in the performance of the services and accepts responsibility only in cases of proven negligence.

12.2 SETSCO 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 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.

13. INDEMNITY

Except for cases of proven negligence or fraud by SETSCO, the Client further agrees to hold harmless and indemnify SETSCO 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.

14. 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.

15. FEES

- 15.1 The fees for certification shall be prescribed by Certification Body and may change the fees from time to time. Fee schedule will be provided to the approved applicants by Certification Body wherein subject to revision as appropriate without prior notice to an Applicant / Certified Organization.
- 15.2 Application fee will be payable once assessment plan has been issued and accepted by the Client.
- 15.3 All fees paid by a Client are non-refundable.
- 15.4 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.
- 15.5 SETSCO 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.
- 15.6 SETSCO may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- 15.7 Client shall pay all SETSCO collection costs including reasonable attorneys' fees and related costs.
- 15.8 Overseas traveling (non Singapore), transportation, overnight lodging as may incur by in relation to the audit.

16. TAXES

- 16.1 Client agrees to indemnify and pay SETSCO 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 of providing the services to the Client.

17. CONDITIONS FOR USE OF SETSCO CERTIFICATION BODY MARK

17.1 LAYOUT OF SETSCO CERTIFICATION BODY MARK

- 17.1.1 Reference to SETSCO certification status made by Client using SETSCO mark. Specimens of the SETSCO 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.
- 17.1.2 The SETSCO mark may be uniformly enlarged or reduced, but shall not be less than 15mm in height.

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

- 17.2.1 SETSCO Services Pte Ltd is the owner of SETSCO 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 has the right to take possession these certificates and certification mark in case of improper use.
- 17.2.2 A Client may use the SETSCO mark on publicity and other stationery materials such brochures, letterhead paper, quotations, and vehicles. However, the use of the SETSCO mark or any reference to SETSCO Product Certification Scheme in advertising and promotional publications shall be checked and pre-approved by SETSCO.
- 17.2.3 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 mark for premises covered by certification
 - (f) not make any statement regarding its certification that SETSCO 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; and
 - (h) not display the SETSCO mark or make any reference for SETSCO Product Certification Scheme on any test items, products or literature relating specifically to a product which may imply product certification / accreditation.
- 17.2.4 A Client shall upon suspension or voluntary withdrawal of SETSCO certification immediately ceased to issue any certificates, reports, labels displaying the SETSCO mark or containing references to SETSCO Product Certification. Client shall ensure the discontinuation of any materials (whether electronic or hardcopy) usage and distribution.

17.3 REFERENCE TO THE CERTIFICATION STATUS BY THE ACCREDITED CERTIFYING BODY

17.3.1 The SETSCO mark is awarded by SETSCO to Clients who have successfully achieved certification.

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

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

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

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

The SETSCO 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.

17.3.4 The SETSCO mark 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 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 Mark for Ready-Mixed Concrete



C) SETSCO Mark for Fire Safety Products

SETSCO Certification Body S-01
Terms and Conditions, May2013



Remarks: YYYY – year of initial certification
 XXX – unique number
 A – site number