

ANNEX B

TERMS AND CONDITIONS FOR CERTIFICATION SERVICE

1.0 Introduction

1.1 Element Construction Testing (S) Pte Ltd (ELEMENT) is a Company established in 2008 as a testing laboratory and certification body to provide clients with certification services in Structural Steelworks Fabrication. It is in the process of obtaining national accreditation, in compliance with requirements of ISO/IEC 17065 and CT20 – SAC Criteria for Certification Bodies (Structural Steelworks Fabricators).

1.2 Upon accreditation, ELEMENT will be a Certification Body to certify products and award certification under the SAC schemes to organizations through the Product Certification Department in accordance with the procedures. The General Manager can authorize the execution of audits on site and granting of certificates. He may delegate any of his functions to competent individuals whom he appoints subject to conditions imposed by ELEMENT.

2.0 Definitions

The Scheme	A scheme (including a Certification Scheme) to be operated by ELEMENT for certifying organisation as having a Management System or a product that is in accordance with the appropriate international standards or other relevant normative documents
Product Scheme	A scheme which has been established for the certification of products within certain areas of production and special procedures.
Accreditation	The organizational structure, responsibilities, procedures, processes and resources for implementing quality management
Accredited Certification Body	A certification body accredited by SAC for activities to comply with SAC accreditation criteria
SAC	Singapore Accreditation Council
ELEMENT	Element Construction Testing (S) Pte Ltd
Applicant	A company, organisation or person that has applied for but has not yet been granted a Certificate
Organization	A firm, body corporate or unincorporated
Certified organization	A firm, body corporate or unincorporated which has been granted a Certificate
Certificate	A certificate issued by ELEMENT endorsed by the General Manager of ELEMENT which recognises that the products provided by the organisation having been audited / evaluated by ELEMENT is in accordance with these Terms and Conditions for Certification Service
FPC	Factory Production Control

ANNEX B**3.0 Certification Policies**

- 3.1 A Certificate will be issued to an Organization and will remain valid as long as the test methods and/or the factory production requirements included in the standard used to assess the performance of the declared characteristics do not change, and the product and the manufacturing conditions in the plant are not modified significantly. Continuous certification is also subject to this “Term and Conditions for Certification Service” and the Applicant may choose to terminate Certification from the Scheme stating its intention in a written notification to ELEMENT with a minimum of 3 months in advance
- 3.2 An official application together with the fees paid, will be expired within a year from the date of an initial application by an 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.
- 3.3 A Surveillance Visit at intervals which varies from 6 months or a year depending on the execution class of the factory, in order to verify the Organisation is complying with the requirements of the Scheme and these “Terms and Conditions for Certification Service”
- 3.4 An additional surveillance audit may be required for one of the following reasons:
- new production lines or considerable changes to the existing ones;
 - change of welding coordinator;
 - new welding processes, parent material and relative WPQR;
 - important new equipment.
- 3.5 ELEMENT shall not disclose any confidential information concerning the Applicant except:
- i. with consent from the Organisation for the purpose of accreditation by SAC or relevant parties.
 - ii. information already or later comes in the possession of ELEMENT, and which is not of confidential nature and is not derived from the Organisation concerned.
 - iii. as required by the Law of Court
- 3.6 ELEMENT will publish a listing of Certified Organisations in its website
- 3.7 When the certification scheme introduces new or revised requirements that affect clients, these changes shall be communicated to all affected organizations. ELEMENT shall verify the implementation of changes by affected organizations and take appropriate action as required by the scheme within an appropriate timescale.

4.0 Certification Fees & Charges

- 4.1 The following fees (non-refundable) shall be charged by ELEMENT to an Applicant or Organisation:
- i. Initial Inspection of the Fabricator and FPC
 - ii. Initial Inspection for Special Process “Welding”
 - iii. Certification Audit and follow up visit (if necessary)
 - iv. Continuous Surveillance Visit and additional surveillance audit (if any)
 - v. Overseas travel (outside Singapore), transportation, overnight lodging as may incur by ELEMENT in relation to the audit.

ANNEX B

- vi. The initial annual subscription fee shall be paid by the applicant upon the award of a Certificate and shall be charged annually thereafter

(i) , (ii) and (iii) are prepaid while (iv) , (v) and (vi) shall be paid within 30 days after invoicing

- 4.2 Current rates of charging is set out within ELEMENT's "Schedule of Fees" which are subject to revision as appropriate without prior notice to an Applicant / Organisation

- 4.3 Non-payment of invoices may result in ceasing / suspension of audits and the suspension or withdrawal of Certificate, upon which ELEMENT shall not entertain any loss claim from an Applicant / Organisation

- 4.4 All invoices shall be paid within 30 days from date of issue regardless of the outcome of the audit

5.0 Obligations of Certified Product Organizations

The Certified organization shall:

- 5.1 always fulfil the certification requirements related to the Scheme including implementing appropriate changes when they are communicated by ELEMENT

- 5.2 continue to fulfil the product requirements as certification applies to the continuous production of the product

- 5.3 make all necessary arrangements for:

- The conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to relevant equipment, location(s), area(s), personnel, and client's subcontractors;
- Investigation of complaints
- Participation of observers, if applicable
- Making all available information regarding known or potential hazards likely to be encountered by ELEMENT personnel during their visit to allow ELEMENT to comply with applicable health and safety legislation

- 5.4 only make claims regarding certification consistent with the scope of certification

- 5.5 not use its certification in such a manner as to bring certification body into disrepute and not make any statement regarding its certification that the ELEMENT may consider misleading or unauthorized;

- 5.6 upon suspension, withdrawal or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and return certification documents to ELEMENT.

- 5.7 reproduce certification documents in their entirety, if it provides copies of it to others.

- 5.8 make reference to its product certification in communication media such as documents, brochures or advertising, the certified organization complies with the requirements of ELEMENT as specified in these terms and conditions.

ANNEX B

- 5.9 comply with any requirements that may be prescribed in the Scheme relating to the use of marks of conformity, and on information related to the product
- 5.10 keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to ELEMENT when requested, and
- Take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - Document the actions taken
- 5.11 inform ELEMENT without delay of any changes that may affect its ability to conform with the certification requirements. Changes can include:
- Legal, commercial organizational status or ownership,
 - Organization and management,
 - Modifications to the product or the production method,
 - Contact address and production sites,
 - Major changes to the quality management system.
- 5.12 make prompt payment to ELEMENT of all necessary fees levied by the Product Certification Department

6.0 Use of Logo

- 6.1 ELEMENT is the owner of any certificate(s) issued to certified Organisations
- 6.2 The Organisation shall be able to use the Logo within the terms of its certification scheme and the Logo (size, dimensions, and colours) shall also be in compliance with ELEMENT's requirements which will be provided on request together with the issuance of the Certificate
- 6.3 ELEMENT requires the Organisation to indicate that the certified products are being in conformity with specific standards and requirements of ELEMENT in communication media such as documents, brochures or advertising.

7.0 Use of Certificates and Certification Mark

- 7.1 A user of a Certificate or Certification Mark issued by ELEMENT shall:
- not use the Certificate of Conformity or the Certification Mark in any manner to which ELEMENT might reasonably object and shall not make any statement relevant to the authority of the holder in a way which, in the opinion of the ELEMENT, may be misleading or bring ADMATERIALS into disrepute
 - upon the termination of a Certificate of Conformity, discontinue its use
 - on ceasing to be a Certified Producer of ELEMENT return Certificates of Conformity and the License to use the Certification Mark and shall cease to be entitled to claim ELEMENT certification.
- ensure when the Certification Mark is used with the SAC accreditation mark on any media, print or medium for accepted. It shall abide by the requirements set out in the SAC 01, clause 15 and SAC 02.

ANNEX B

- 7.2 ELEMENT requires misusers of the mark to take corrective action whenever the mark of conformity has been affixed to a product that:
- Is hazardous
 - Is not authorized to bear the mark of conformity
 - Bears and unauthorized form of mark of conformity
 - Is in violation of certification agreement

7.3 If a Certificate of Conformity of a fabricator is suspended, withdrawn or terminated, the organization shall cease to be entitled to use the Certification Mark in all media or documentation relating to the fabricator.

7.4 If a Certificate of Conformity of a certified organization is withdrawn, the default Structural Steel components with ELEMENT is automatically suspended and the organization shall cease to be entitled to use the Certification Mark or to make any reference to ELEMENT certification and registration in any documentation.

8.0 Suspension of Certification Rights

8.1 As and when the Organisation is in breach of the Scheme or any of these “Terms and Conditions for Certification Service”, ELEMENT may require it to cease using the Logo or any claim to certification under the Scheme immediately until the matter has been resolved

8.2 When the certification has been suspended or cancelled, the Organisation shall cease the use of all the advertising matter that contains any reference thereto and returns any certification documents as required by ELEMENT

9.0 Liabilities and Indemnities

9.1 ELEMENT endeavours to provide the Service in professional manners with due care and attention, and shall not be accountable for any claims of losses or damages from the Organisation unless being proved negligent

9.2 Subject to paragraph 9.1, ELEMENT shall not be liable for the Organisation or any related third party:

For any losses, i.e., loss of business, loss of goodwill, loss of contract, loss of income, loss of anticipated cost savings, damage to reputation, damages as a result of third party claim that may suffer by it

9.3 ELEMENT undertake to bear financial liability limited to S\$100,000 in the event that it is found negligent and proven responsible for losses or damages from the Certified organization

9.4 The Certified organization shall be liable and will indemnify ELEMENT against all claims, demands, damages, costs, changes and other expenses incurred or suffered by ELEMENT arising out of any dispute or contractual or proceedings brought against ELEMENT by a third party claiming compensation against ELEMENT as a result of:

- i. the certification of the Organisation under the Scheme, or the breach of this “Terms and Conditions of Certification Service” by the Organisation
- ii. The manufacture, use or sale of any products or the provision of any services by reference to the Logo or the Organisation’s certification under the Scheme

ANNEX B**10.0 Miscellaneous**

- 10.1 Any complaints or appeals from the Organisation shall be dealt with independently by the ELEMENT Appeals Panel
- 10.2 An Appellant may appeal against any decision of ELEMENT to refuse or revoke certification by writing to the Quality Manager clearly setting out the grounds for the appeal and enclosing a cheque for \$1,000 made payable to Element Construction Testing (S) Pte Ltd, to cover the costs of the appeal (refundable only where the Appeals Panel finds in favour of the Appellant)
- 10.3 All complaints and disputes brought to ELEMENT by its clients, contractors, stakeholders and other organizations and persons are registered and brought to the attention of the Quality Manager.
- 10.4 In the event of any arbitration, claims, disputes, the judicial system of Singapore takes precedent for the resolution