

## **TERMS AND CONDITIONS**

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### **1. GENERAL**

- 1.1 The services which Singapore Test Lab Pte Ltd (STL) provides are in Mechanical Testing and Product Certification. The Certification Body (CB) is a part of STL which performs certification services.
- 1.2 Unless otherwise agreed in writing, all offers and/or services and all resulting contractual relationship(s) between STL to any person applying for testing or certification services (the “client”) shall be governed by these Terms and Conditions.
- 1.3 The certificate applicant agrees and understands that STL shall not combine certification services with consulting/auditing services. The client shall inform STL of any consulting and/or auditing services provided by STL, if applicable, prior to the application for certification.
- 1.4 The client is to inform STL of any other testing or certification bodies that had tested/ audited/ certified the same product or is in the process of doing so before placing an order.
- 1.5 Payments in relations to testing and/or certification shall be borne by the client, and paid promptly, prior to the issuance of any test report or certificate, or upon the acceptance of the testing and/or certification works by the client, whichever is earlier. These payments are a form of financial support for STL.
- 1.6 On completion of an assessment programme, STL will prepare and submit to the client a report. This report is issued for the specific product/sample given at the time of its testing and under the corresponding conditions; it shall not be in any way indicative or imply that they are applicable to other similar items. The outcome of the assessment, test or any recommendation given in a report is not binding on STL and the decision to issue a certificate is at the sole discretion of the CB. STL does not approve, recommend or endorse the manufacturer, supplier or user of such product, nor guarantee its long-term performance.
- 1.7 Samples which are sent for testing are submitted by the client. STL is not responsible for the accuracy of information provided, including but not limited to its material composition, brand, name, model number, origin, or manufacturer.
- 1.8 STL reserves the right to modify these Terms and Conditions at any time, and will give the client written notification of all the changes thereto; and the client is obligated to apply the said changes.

### **2. SERVICES**

- 2.1 These Terms and Conditions cover the following services (“the services”):
  - (a) Product conformity certification services, and product certification services, in accordance with EC Directives or national legislation, or regulatory authority’s requirements, in accordance with mandatory and/or non-mandatory normative documents, specifications or technical regulations;
  - (b) Certification services in accordance with nonmandatory normative documents, specifications or technical regulations.
- 2.2 Client acknowledges that STL, either by entering into the contract or by providing the services, neither takes the place of the client or any third-party, nor releases them from any of their obligations, nor

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assumes, abridges, abrogates or undertakes to discharge any duty of the client to any third-party or that of any third-party to the client.

- 2.3 STL may delegate the performance of all or part of the services to an agent or a subcontractor and client authorizes STL to disclose all information necessary for such performance to the agent or subcontractor.

### **3. OBLIGATIONS OF THE CLIENT**

- 3.1 The client shall ensure that all product samples, access, assistance, information, records, documentation and facilities, including the assistance of personnel of the client, are made available to STL when required.
- 3.2 In order to allow STL to comply with the applicable health and safety legislation the client shall provide STL with all available information regarding known or potential hazards likely to be encountered by STL personnel during their visits. The client shall take all reasonable steps to alert and ensure that whilst on the client's premises, STL's personnel will be able to comply with all health and safety regulations.
- 3.3 The client shall immediately inform STL of any change in their premises which may affect their management system, services, products, process or skills. Any breach of this obligation to inform STL may lead to the withdrawal of the certificate. The client is also obligated to inform STL of any major non-conformity identified during internal audits undertaken by the client or the authorities.

### **4. LIMITATION OF LIABILITY**

- 4.1 STL excludes from these Terms and Conditions all terms, conditions, warranties implied or conferred by statutory or general law, or custom, except any term, condition or warranty that the exclusion of which would contravene any statute or cause any part of this clause to be void.
- 4.2 To the fullest extent permitted by law, STL's liability to the client for breach of any express provision of these Terms and Conditions or any non-excludable statutory term, condition or warranty is limited at STL's option to:
- a) Providing the certification services again, or
  - b) Reimbursing the cost of having the certification services, less administrative fees and/or other miscellaneous charges.
- 4.3 STL excludes liability for any loss or damage suffered by the client (whether direct, indirect, incidental, special and/or consequential damages or loss of profits whatsoever) arising in any way out of services (including defective services) rendered by STL or out of the client's product, process or service the subject of certification by STL or any negligent act or omission of STL, its officers, employees, agents or

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contractors, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.

**5. CONFIDENTIALITY**

5.1 As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the contract or information as to the business of the other party provided, however, that confidential information shall not include any information which;

- a) is or hereafter becomes generally known to the public;
- b) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party;
- c) is disclosed to a party by an independent third party with a right to make such disclosure.

5.2 Unless required by law or other governmental regulatory body, neither party nor their agents or subcontractors shall use the confidential information other than for the purpose of the contract nor disclose the other's confidential information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

**6. DISPUTES**

6.1 In case of any dispute, the original hard copy of the certificate transmitted to the client shall prevail over any electronic or other copies as legally binding.

6.2 In the receipt of any complaint or appeal, STL shall confirm whether this, or these, is/are related to certification activities for which it is responsible for, and if so, shall take appropriate action(s) to address it/them.

6.3 STL shall acknowledge receipt of a formal complaint or appeal, thereafter, gather and verify all necessary information to progress the complaint or appeal to a decision.

6.4 The decision to resolve the complaint or appeal shall be made by, or reviewed and approved by, appropriate and competent personnel who are not involved in the certification activity related to the complaint or appeal.

6.5 In the case of either an appeal or complaint, STL shall give formal written notice to the complainant and appellant respectively, of the outcome and the end of the process, and shall take any necessary action needed to resolve the complaint or appeal.

6.6 Unless specifically agreed, or otherwise, all disputes arising out of, or in connection with, these Terms and Conditions or the contract shall be governed by the laws of Singapore.

**7. TERMINATION, REDUCTION, SUSPENSION OR WITHDRAWAL OF CERTIFICATION**

7.1 When a nonconformity with certification requirements is discovered (through surveillance or otherwise)

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STL shall consider and decide upon an appropriate action. Appropriate action may include:

- a) Continuation of certification under conditions as specified by STL (e.g. increased surveillance);
- b) Termination of certification;
- c) Reduction in the scope of certification to remove nonconforming product variants;
- d) Suspension of the certification pending remedial action by the client;
- e) Withdrawal of the certification.

### Termination

7.2 Terminations (by request of the client) of certification will have to be made in writing to STL in order for it to take effect.

7.3 Upon termination, the original and any copies of the certificate remain the property of STL and must be returned immediately if requested by STL. Certification fees paid in advance shall not be reimbursed and all outstanding payments shall be paid in full. STL may take legal actions against the holder of the certificate for failure to return the certificate promptly, and all costs associated with the retrieval of the certificate shall be borne by the client.

### Reduction

7.4 If a scope of certification is reduced, STL shall take actions specified by the certification scheme and shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc. in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information.

7.5 If a decision to reduce the scope of certification is made as a condition of reinstatement (including to suspend and/ or withdraw), STL shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information.

### Suspension

7.6 Grounds for suspension may include the certificate holder making incorrect statements to STL, or

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withholds important facts that are relevant for certification, or if the certificate holder engages in, initiates or tolerates misleading or otherwise unacceptable advertising, in particular with the certification mark, the certificate or the test report, misuse of certificates, certification marks or test reports, or violation of legal provisions when marketing a product.

- 7.7 Should STL be of the opinion that the certified product or system does not or no longer comply with the certification requirements or applicable version of the standards, or it is in violation of any certification-related conditions/obligations or fails to fulfill its purpose as defined by the manufacturer, or is exposing users, operators or third parties to considerable risks, STL may suspend the certificate.

### Withdrawal

- 7.8 STL may withdraw a certificate if it has been suspended for a period of SIX (06) months from the date of issuance of the written instruction. Nonetheless, STL reserves the right to decide on the suspension period on a case-by-case basis.

### General

- 7.9 If certification is terminated, suspended or withdrawn, STL shall take actions specified in the certification scheme and shall make necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure it provides no indication that the product continues to be certified.
- 7.10 STL reserves the right to publish details of a certificate which has been terminated, expired, suspended or withdrawn. Continued advertising or other use of such certificate/certification mark or the name of STL by the client is prohibited.
- 7.11 STL may notify relevant authorities such as SAC, ENTERPRISE SINGAPORE, SCDF, BCA etc. with regards to the termination, reduction, suspension or withdrawal of certification.

## **8. USE OF CERTIFICATE AND LICENCE**

- 8.1 The client must not alter, modify, deface or destroy the certificate and license.
- 8.2 The client may publicize the fact that the license has been granted and may use the certificate and license as evidence of the license.
- 8.3 The client/certificate holder shall not transfer the certificate rights to third parties. The certificate and license are not transferable and remain the property of STL. The original and any copies of the certificate(s) remain the property of STL and must be returned immediately if requested by STL.

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### **9. USE OF THE MARKS**

- 9.1 The mark of conformity is a registered trade mark of STL. STL retains the rights and exercises control over ownership, use and display of licenses, certificates and marks of conformity, and any other mechanisms for indicating that a product is certified by STL.
- 9.2 The certificate mark shall only be used in accordance to the guidelines in relation to activities within its scope of certification. It shall not be used in such a way as to create confusion, or deception, between matters referred to in the scope of certification and other matters, and shall not imply coverage of any activities outside the scope of certification.
- 9.3 Where the certification mark relates to a certified product that is a manufactured good, the client must ensure that when physically applied to the goods, the licensed certification mark is:
- a. Accompanied by the number of the certificate and license, and
  - b. Applied to goods prior to their dispatch from a site covered by the certification and license.
- 9.4 The use of the certification mark does not exonerate the client from any liability imposed by law regarding the performance of its services and the performance, design, manufacturing, shipment, sale or distribution of its products.
- 9.5 Request shall be formally made to STL, and approval sought from STL, before the client is allowed to use the certification mark and/or in conjunction with the relevant accreditation mark, in the client's communication media such as the internet, brochures, letter paper, envelopes, business cards and/or certain packaging.
- 9.6 The certification mark shall not be altered or modified. However, it may be resized, provided the proportions of the entire mark are maintained and all features of the mark are clearly distinguishable.
- 9.7 When the certifications mark as provided includes an accreditation number, the number shall form part of the mark, and shall not be removed.
- 9.8 The right to use the certification mark cannot be assigned to, or acquired by, any other person, entity, or corporation without STL's written consent.
- 9.9 Incorrect references to the certification scheme, or misleading use of licenses, certification marks, or any other mechanism for indicating a product is certified, found in the documentation or publicity material or any unauthorized use, will be dealt with in accordance with the law.

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