

# **TERMS AND CONDITIONS FOR CERTIFICATION SERVICE**

## **1.0 Introduction**

- 1.1 Admaterials Technologies Pte Ltd (ADMATERIALS) is a Company established in 2008 as a testing laboratory and certification body to provide clients with certification services in ready mixed concrete production. It is in the process of obtaining national accreditation, in compliance with requirements of CT05 – SAC Criteria for Certification Bodies (Ready Mixed Concrete).
- 1.2 Upon accreditation, ADMATERIALS will be a legal authority to certify schemes and award certification rights under the SAC schemes to organizations through the Product Certification Department in accordance with the procedures. The Managing Director can authorize the execution of audits on site; arrange Impartiality Committee meetings and granting of certificates. He may delegate any of his functions to competent individuals whom he appoints subject to conditions imposed by ADMATERIALS.
- 1.3 ADMATERIALS operates the Scheme under the accreditation of the SAC, using normative accreditation guidelines such as ISO/IEC 17065, Singapore Standards SS EN 206:2014, SS 544: Part 1:2014, SS 544: Part 2:2014, SAC CT 01 and SAC CT 05.

## **2.0 Definitions**

<b>The Scheme</b>	A scheme (including a Certification Scheme) to be operated by ADMATERIALS 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
<b>Product Scheme</b>	A scheme which has been established for the certification of products within certain areas of production and special procedures.
<b>Accreditation</b>	The organizational structure, responsibilities, procedures, processes and resources for implementing quality management
<b>Accredited Certification Body</b>	A certification body accredited by SAC for activities to comply with SAC accreditation criteria

<b>SAC</b>	Singapore Accreditation Council
<b>ADMATERIALS</b>	Admaterials Technologies Pte Ltd
<b>Applicant</b>	A company, organisation or person that has applied for but has not yet been granted a Certificate
<b>Organization</b>	A firm, body corporate or unincorporated
<b>Certified organization</b>	A firm, body corporate or unincorporated which has been granted a Certificate
<b>Certificate</b>	A certificate issued by ADMATERIALS endorsed by the Managing Director of ADMATERIALS which recognises that the products provided by the organisation having been audited / evaluated by ADMATERIALS is in accordance with these Terms and Conditions for Certification Service

### **3.0 Certification Policies**

- 3.1 A Certificate will be issued to an Organization for 3 years. 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 ADMATERIALS 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 2 or 6 months depending on relevant schemes of certification, in order to verify the Organisation is complying with the requirements of the Scheme and these “Terms and Conditions for Certification Service”

- 3.4 ADMATERIALS 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 ADMATERIALS, and which is not of confidential nature and is not derived from the Organisation concerned.
  - iii. as required by the Law of Court

3.5 ADMATERIALS will publish a listing of Certified Organisations in its website

3.6 When the certification scheme introduces new or revised requirements that affect clients, these changes shall be communicated to all affected organizations. ADMATERIALS 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 ADMATERIALS to an Applicant or Organisation:

- i. Application and Documentation Review fees
- ii. Pre-Certification Audit visit – optional
- iii. Certification Audit and follow up visit (if necessary)
- iv. Surveillance Visit and Renewal Audit
- v. Overseas travel (outside Singapore), transportation, overnight lodging as may incur by ADMATERIALS in relation to the audit.
- 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 ADMATERIALS'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 ADMATERIALS 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 ADMATERIALS

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 ADMATERIALS personnel during their visit to allow ADMATERIALS 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 ADMATERIALS 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 ADMATERIALS

- 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 ADMATERIALS as specified in these terms and conditions.
- 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 ADMATERIALS 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 ADMATERIALS 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 ADMATERIALS of all necessary fees levied by the Product Certification Department

## **6.0 Use of Logo**

- 6.1 ADMATERIALS 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 ADMATERIALS's requirements which will be provided on request together with the issuance of the Certificate

6.3 ADMATERIALS requires the Organisation to indicate that the certified products are being in conformity with specific standards and requirements of ADMATERIALS 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 ADMATERIALS shall:

- not use the Certificate of Conformity or the Certification Mark in any manner to which ADMATERIALS 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 ADMATERIALS, 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 ADMATERIALS return Certificates of Conformity and the License to use the Certification Mark and shall cease to be entitled to claim ADMATERIALS 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.

7.2 ADMATERIALS 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 plant 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 plant.

7.4 If a Certificate of Conformity of a certified organization is withdrawn, the default RMC product producer with ADMATERIALS is automatically suspended and the organization shall cease to be entitled to use the Certification Mark or to make any reference to ADMATERIALS 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”, ADMATERIALS 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 ADMATERIALS

## **9.0 Liabilities and Indemnities**

9.1 ADMATERIALS 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, ADMATERIALS 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 ADMATERIALS 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 ADMATERIALS against all claims, demands, damages, costs, changes and other expenses incurred or suffered by ADMATERIALS arising out of any dispute or contractual or proceedings brought against ADMATERIALS by a third party claiming compensation against ADMATERIALS 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

## **10.0 Miscellaneous**

- 10.1 Any complaints or appeals from the Organisation shall be dealt with independently by the ADMATERIALS Appeals Panel
- 10.2 In the event of any arbitration, claims, disputes, the judicial system of Singapore takes precedent for the resolution
- 10.3 All complaints and disputes brought to ADMATERIALS 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