

CERTIFICATION AGREEMENT

This Certification Agreement ("Agreement") is made by and between the Intertek Contracting Office and Certification Body(ies) identified in the Service Agreement ("Intertek") and the Client.

ARTICLE I - Audit Process

1.1 Facilities and Standards. The Client hereby retains Intertek to evaluate the Client's system(s)/program(s) at specified facilities of the Client ("Facilities") that contract with Intertek for Certification Services to specified standard(s) and/or other normative document(s) ("Standard"). The Service Agreement accepted by the Client specifies the scope of the certification provided in accordance with this Agreement, including Facilities and Standards.

1.2 Client Information. The Client acknowledges that Intertek's audit will require the Client to provide Intertek, either orally or in writing, with complete, accurate, and the most current information and documentation concerning the system(s)/program(s) to be certified. The Client agrees to promptly provide to Intertek all applicable documents, policies, procedures, manuals, and other information. If the Client intends to withhold from Intertek certain data, documents or other information on the basis of legal privilege (e.g., attorney-client) or other proprietary information (e.g., trade secret), Intertek may not be able to grant certification unless Intertek and the Client agree on how to address this issue.

1.3 Client Assistance. The Client further acknowledges that the audit process will require on-site evaluation by Intertek's qualified auditor personnel ("Auditors"), whether permanent employees or contract personnel. The Client also agrees to permit all such evaluation of each Facility during the Client's regular business hours. The audits may also be attended by representatives and/or observers of Intertek's management and Intertek's Accreditors and other Sector Authority Organizations. During each on-site visit, the Client shall make available key management and other personnel to guide the Auditors through the Facility and to explain the operation of the Facility and its system(s)/program(s). In addition, prior to or at the commencement of any site visit, the Client shall fully brief the Auditors on all health and safety procedures, as well as restrictions, which must be adhered to while in the Client's Facility.

1.4 Audit process. Details regarding Intertek's audit process are available on Intertek's website. This can be accessed at: <http://www.intertek.com/knowledge-education/seven-steps-certification/>

1.5 Not a Compliance Audit. The Client understands that the audit is not a legal/regulatory compliance audit, and, therefore, Intertek shall have no obligation to review the Client's processes and Facilities to determine whether the same comply with or violate any legal and/or regulatory requirements. In the event that an Auditor observes a breach of any legal and/or regulatory requirements, related to the scope of certification, the Auditor will formally report this observation directly to the Client. The Client shall take appropriate action, reporting as necessary to the appropriate regulatory body. Once the Auditor has reported the observation to the Client, Intertek and the Auditor relinquish any further responsibility or independent duty to report directly to the regulatory body. The Client's response to this activity will be followed up by the Auditor during the next visit to verify the Client's continued conformity with the Standard.





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ARTICLE 2 - Certification, Use of Marks and Subsequent Audits

2.1 Certification and Limited License to Use Certification Mark. Upon completion of the Certification Audit and Intertek's determination that the system(s)/program(s) meets applicable Requirements, Intertek shall list and register the Client as having certified system(s)/program(s). Once the certification has been granted, Intertek agrees that the Client shall have a limited right to use the designated Intertek certification mark(s), as well as the Accreditor's mark ("Certification Marks"), where permitted, for the purpose of identifying the Client's system(s)/program(s) as certified. All Certification Marks shall be used in the manner and subject to the restrictions set forth in Intertek's Requirements, as specified in F205 – Use of Certificates and Certification and Accreditations Marks posted on Intertek's website at <http://www.intertek.com/auditing/management-systems/policy/>. Intertek shall have the sole right to determine whether the Client's usage of the Certification Mark(s) satisfies the requirements of this Agreement and Intertek's Requirements. The Client agrees to immediately cease any use of any Certification Mark which Intertek determines to be misleading.

2.2 Responsibility of Company. The Client shall maintain a documented system for effective handling of customer complaints, including keeping a record of all complaints and remedial actions relative to its system(s)/program(s) and provide required data as requested by Intertek.

2.3 Surveillance and Re-Certification audit. The Client acknowledges that Intertek is required to perform (i) periodic visits (surveillance audits) of each certified Facility to ensure that the Client's system(s)/program(s) continues to satisfy the requirements of the Standard(s) for which it is certified, (ii) special visits (announced or unannounced) to follow-up on issues identified during a previous visit, in response to changes identified by the Client or investigate any complaints Intertek may receive from any party indicating that the system(s)/program(s) may not conform to the requirements of the Standards for which it is certified, and (iii) re-certification audits of the Client's system(s)/program(s) for the purpose of reevaluating the continual fulfillment of all requirements of the Standard(s). The date of the first surveillance audit following initial certification shall not be more than 12 months from the certification decision date (ideally 9 months from the certification date). Subsequent surveillance audits shall be conducted at least once a calendar year, except in recertification years. The re-certification audit shall take place during the third year of the certification period, approximately 3 months before the expiry of the certification. The duration of these audits is dependent upon the system(s)/program(s) performance history and other factors, and is subject to special provision if the Client makes major modifications to its system(s)/program(s) or if other changes take place which would affect the basis of the certification.

2.4 Modifications. The Client agrees to notify without delay the Intertek Contracting Office of any request to change its scope of certification, or of any alterations, modifications or changes it makes to its system(s)/program(s) which could affect the certification and/or its ability to conform to the certification requirements. Such changes may include modification to its legal, commercial or organizational status or ownership, to its key managerial staff, and to significant changes to policies, processes, premises, personnel, equipment, facilities, working environment or other resources and/or compliance status as a result of any significant notices of violations from regulatory agencies with respect to legal compliance as it relates to the standard or scope of certification. In addition, the Client agrees to provide Intertek with applicable documents, policies, procedures, manuals, corrective actions and other information as Intertek may request in order to ascertain how the changes will affect the certified status of the Client's system(s)/program(s). Intertek shall be entitled to re-audit all or any portion of the Client's system(s)/program(s) if it determines that such is necessary or appropriate in order to ensure that the Client's system(s)/program(s) still conforms to the applicable Standard(s).



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2.5 Revision of Requirements or Standards. The Client acknowledges that the Standards and/or Intertek's contractual requirements may be revised from time to time. If revisions to Standards and/or Intertek's requirements are adopted, Intertek shall determine the nature and extent of the necessary additional audit activity, if any, and the required schedule for Intertek to confirm conformity with the revised requirements.

2.6 Corrective Action, Enforcement and Appeals. If Intertek determines that the Client's system(s)/program(s) no longer satisfies the Certification Requirements, the Client agrees to take such remedial action as Intertek may request within the time specified by Intertek. The Client acknowledges and agrees that Intertek may take such additional actions as it determines to be appropriate with respect to such nonconformity or for repeated occurrences of nonconformity. Such action may include, among other things, suspension or cancellation of certification for all Facilities, and notification of nonconformity or decertification to other parties as specified by Intertek's Accreditors. The Client has the right to appeal any decision made by Intertek as specified in GOP208 – Disputes and Appeals Process, posted on Intertek's website at <http://www.intertek.com/auditing/management-systems/policy/>.

ARTICLE 3 - General Provisions

3.1 Retention of Records and Confidentiality. Intertek shall be entitled to retain the originals or copies of all applicable documents, policies, procedures, manuals, and other information provided during the course of the audits. Except to the extent that the information obtained by Intertek is already in Intertek's possession or is, or becomes in the future, public knowledge, and except as otherwise required by law or legal process, Intertek covenants and agrees to maintain all such information in strict confidence and not to use any such information in any manner detrimental to the Client. In addition, Intertek shall maintain in strict confidence except when required by law, during the term of and after the termination of this agreement, the information obtained during the course of the audits and documented in the audit reports. However, the foregoing shall not be deemed or construed in any manner whatsoever as prohibiting Intertek from publicly disclosing details of the granting, refusal, suspension or withdrawal of certification, or providing complete or partial copies of audit reports as specified by Intertek's Accreditors and Sector Authority Organizations, or providing access to client information, including copies of audit documents to Intertek's Accreditors and Sector Authority Organizations personnel for audit purpose. Except as required in the applicable accreditation documents, Intertek shall obtain written consent from the client or individual for disclosing information to a third party. Where required by law to release confidential information to a third party, Intertek will, unless regulated by law, notify the Client or individual concerned of the information provided.

3.2 Waiver. No waiver of any provision of this Agreement, or any breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach.

3.3 Term of Agreement. This Agreement is part of and shall commence on the date the Service Agreement is signed and shall remain in effect for the same period as the Service Agreement.