

## General Terms and Conditions for Certification Services Keyn Certification Sdn Bhd

### 1. DEFINITIONS AND INTERPRETATION

- 1.1.1 **Affiliate** means any other entity that either directly or indirectly controls or is controlled by a Party or is under the common control with the Party in question.;
- 1.1.2 **Agreement** means the completed Application Form, Proposal, or other instructions for Services from the Client. This General Terms and Conditions shall govern each agreement unless separate terms and conditions are agreed to in writing between the Client and Keyn Certification;
- 1.1.3 **Application Form** means Keyn Certification's standard form to be completed by the Client setting out the Services to be performed by Keyn Certification, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in a separate document;
- 1.1.4 **Certificate of Approval** means the certificate issued by Keyn Certification confirming that an audit has been passed for a product, service or process to be marketed or used for stated purposes under stated conditions;
- 1.1.5 **Client** means the person, firm, company, partnership, association, trust or government agency or authority that appoints Keyn Certification to provide the Services and identified as such in the applicable Order Form, Proposal or agreed written instructions;
- 1.1.6 **Client Information** means all codes, documents, instructions, manuals, measurements, specifications, requirements, and any other information and materials provided by the Client and necessary for Keyn Certification to perform the Services;
- 1.1.7 **Confidential Information** means all and any non-public information disclosed by one Party to the other Party, including but not limited to shall including but not limited to the data, know-how, concepts, ideas, formulae, discoveries, techniques, methods, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, financial, legal, marketing or technical and non-technical information;
- 1.1.8 **Data Protection Laws** means all applicable laws and regulations, including all applicable national, state, and local privacy laws or regulations and in particular the Personal Data Protection Act 2012 (PDPA) or any applicable law related to data protection;
- 1.1.9 **Intellectual Property** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.1.10 **Proposal** means any proposal, quotation or other document issued by Keyn Certification to the Client that sets out the Services, fees and any other information and terms and conditions in relation to the performance of the Services;
- 1.1.11 **Reports** means all documents and products created by Keyn Certification in relation to or as a result of the performance of the Services, excluding the Certificate of Approval;
- 1.1.12 **Services** means the certification services, covering audit and certification services against an appropriate recognized specification or part thereof, to be performed by Keyn Certification for the Client under the Agreement and as set out in the Application Form, Proposal or any other written instructions, to the extent that any such other written instructions are accepted by Keyn Certification.

### 2. APPLICATION OF GENERAL TERMS AND CONDITIONS

- 2.1 Unless otherwise expressly agreed in writing and signed by both Parties, or solely to the extent otherwise required by mandatory application of law, this General Terms and Conditions will:
- 2.1.1 apply to and be incorporated in the Agreement;
- 2.1.2 apply to all actions and Services provided by Keyn Certification; and
- 2.1.3 prevail over any inconsistent terms or conditions contained in the Client's standard terms and conditions or any other communications with Keyn Certification.
- 2.2 For the avoidance of doubt, under no circumstances will the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Application Form or other document, govern the Agreement.
- 2.3 Except as provided in the Agreement, the Agreement is entered into solely between and enforced by the Client and Keyn Certification only. The Agreement shall not be deemed to create any rights for the benefit of any third parties, including (without limitation) suppliers or customers of a Party, or to create any obligation of a Party to such third parties.
- 2.4 Keyn Certification, in its sole and absolute discretion, may delegate the performance of all or a portion of the Services under the Agreement to an Affiliate without the prior approval of the Client. Notwithstanding the clause 0, the Client hereby consents to such delegation and allow the Keyn Certification disclosing any and all of the Confidential Information of the Client to such Affiliate for the sole purpose of performing the Services, in whole or in part.
- 2.5 The Services offered by Keyn Certification are "open ended" and are subject to automatic renewal.

### 3. COMMENCEMENT AND DURATION

- 3.1 The Services shall be provided by Keyn Certification to the Client from the date of validity of the Agreement.
- 3.2 Subject to clause 11, the Services shall be rendered for the period as set out in the Application Form, Proposal or other written instruction received from the Client and accepted by Keyn Certification. Where no such period for performance of the Services has been stipulated, Keyn Certification shall perform the Services within a reasonable time in its sole discretion.
- 3.3 .

### 4. KEYN CERTIFICATION'S OBLIGATIONS

- 4.1 Keyn Certification shall, with reasonable care, skill and diligence, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.
- 4.2 Keyn Certification, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed in writing by the Parties.
- 4.3 In providing the Services, Keyn Certification does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners who, notwithstanding Keyn Certification's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which Keyn Certification relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause Keyn Certification's liability to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.
- 4.4 For the avoidance of doubt, under no circumstances does Keyn Certification fulfil the role of an insurer or a guarantor

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in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of any management systems or processes subject of the Services, including the services, or any other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by Keyn Certification for any activities undertaken by the Client or systems or processes maintained or put in place by the Client.

### **5. CLIENT'S OBLIGATIONS**

5.1 The Client shall:

- 5.1.1 co-operate with Keyn Certification in all matters relating to the Services; In particular in case of remote audit, the Client and Keyn Certification shall discuss and agree to the suitable ICT means (Information and Communication Technology) to ensure an efficient conduct of the audit and an appropriate level of confidentiality;
  - 5.1.2 provide, or cause its suppliers to provide, in a timely manner and at no charge, access and transportation to all necessary equipment, materials, facilities, documents, data, and personnel as required by Keyn Certification, its agents, and representatives, to perform the Services;
  - 5.1.3 prepare and maintain the relevant premises and materials for rendering the Services;
  - 5.1.4 adopt all necessary measures to ensure the safety and security of working conditions on site during performance of the Services and inform Keyn Certification without delay of all health and safety rules and regulations, any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority and any other reasonable security requirements that apply at any of the relevant premises;
  - 5.1.5 ensure that the Client's equipment is in good working order, under the Client's control and operation, suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards or requirements;
  - 5.1.6 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment and facilities;
  - 5.1.7 ensure that all documents, information and material made available by the Client to Keyn Certification under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party; and
  - 5.1.8 Ensure that such information is accurate in all material respects. Client's information shall be provided by the Client to Keyn Certification at least twenty (20) days before the agreed commencement date of each audit. Keyn Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from any prevention or delay of the Agreement caused by the Client;
  - 5.1.9 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 5.2 To the extent that Keyn Certification renders Services, the Client agrees that Keyn Certification does not owe any specific success but only such Services.
- 5.3 Keyn Certification reserves the right to unilaterally alter or extend the defined deadlines in the Agreement or postpone them if the Client fails to punctually provide Keyn certification with the relevant Client Information.

### **6. CONFIDENTIALITY**

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- 6.1 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.
- 6.2 This confidentiality undertaking shall not apply to any information:
  - 6.2.1 which is publicly available or becomes publicly available through no act of the receiving Party;
  - 6.2.2 which was in the possession of the receiving Party prior to its disclosure;
  - 6.2.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
  - 6.2.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
  - 6.2.5 which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
  - 6.2.6 which is disclosed to an Affiliate of the receiving Party on a need-to-know basis.
- 6.3 Each Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of such undertaking.
- 6.4 Notwithstanding the provision contained herein, Keyn Certification reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any communication support, for marketing and/or commercial purposes without the prior consent of the Client.
- 6.5 Notwithstanding the provision contained herein, Keyn Certification reserves the right to use the Client's data for benchmarking and analysis purposes, being understood that any such use by Keyn Certification will be in compliance with the application regulation protecting personal data and the data would be anonymous.

### **7. INTELLECTUAL PROPERTY**

- 7.1 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.
- 7.2 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property belong to the other Party or its Affiliates.
- 7.3 The names, service marks, trademarks and copyrights of Keyn Certification shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of Keyn Certification and then only in the manner prescribed by Keyn Certification.
- 7.4 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey to the Client any rights of ownership or license whatsoever to the Keyn Certification's Intellectual Property, its proprietary software, proprietary audit methods, training materials and best practices manual, protocols, Keyn Certification's name, logo, marks, or other trade dress or any other existing or future Intellectual Property rights or know-how developed and used by Keyn Certification to perform the Services and to issue the Certificate of Approval and the Reports. Such Intellectual Property rights shall remain the sole property of Keyn Certification.

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### 8. DATA PROTECTION

- 8.1 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with the Data Protection Laws..
- 8.2 The Parties acknowledge that Keyn Certification may act as "Data Processor" (within the meaning set forth under the Data Protection Laws) when it collects and processes personal data on behalf of the Client, exclusively for the purposes of the performance of the Agreement, unless otherwise agreed upon by both Parties in writing.
- 8.3 Keyn Certification collects personal data indirectly, through the Client who provides Keyn Certification with its employees, contractors, business partners and/or clients' personal data. Both parties will provide each other with the appropriate information regarding data processing.
- 8.4 Operations on personal data involve (the "Data Processing"):
- (a) the performance of the Agreement, including but not limited to, the provision of the Services and other services as requested by the Client.
  - (b) the categories of personal data involved (the "Personal Data") including but not limited to personal data relating to the identity of the data subjects and to their professional life.
  - (c) the duration of the data processing is equal to the duration of the Agreement, which may be extended for the validity of the certificate (up to five years from issuance depending on applicable standards), and may be archived for cross-examination purposes up to an additional five years and/or for evidence purposes up to the expiration of applicable statutes of limitations.
  - (d) the categories of data subjects concerned including but not limited to employees, contractors, business partners and/or clients of the Client.

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data Processing, notably in order to justify their compliance with Data Protection Laws and this clause, in particular in the event of audits and investigations carried out by the Client, or any third-party acting on its behalf, or any competent data protection authority.

8.5 Keyn certification will:

- (a) inform promptly the Client of any circumstances entailing an incapacity of Keyn Certification to comply with Data Protection Laws or to provide the Services in compliance with Data Protection Laws, in which case, Keyn Certification and the Client will cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the Agreement or to the Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, the Client shall be entitled to terminate this Agreement in accordance with its terms and conditions;
- (b) process personal data in accordance with the documented instructions of the Client. This Agreement constitutes the Client's complete and final instructions for the Data Processing. The Client guarantees that the instructions given shall comply with the Data Protection Laws and may allow the effective execution by Keyn Certification of its Services under this Agreement. If Keyn Certification considers that an instruction from the Client constitutes a violation of the Data Protection Laws, it shall inform the Client accordingly;
- (c) assist the Client in carrying out data protection impact assessments and for Client's prior consultations of the competent data protection authority;

- (d) cooperate with the Client to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws;
  - (e) at the discretion and upon instruction of the Client, delete all Personal Data or return them to the Client, and destroy existing copies, except as required by applicable laws;
  - (f) communicate, upon request, to the Client the name and contact details of its data protection officer, as the case may be, if it has designated one in accordance with PDPA.
- 8.6 Keyn Certification will keep all personal data confidential and in particular:
- (a) has implemented or will implement adequate access right procedures to govern accesses to personal data;
  - (b) undertakes that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, that such persons are bound by legal or contractual obligations of confidentiality, and that such persons do not process the personal data except on instructions from the Client, unless he or she is required to do so by Data Protection Laws or any applicable law.
- 8.7 Keyn Certification will preserve the security of Personal Data, and in particular:
- (a) has implemented and/or will implement for the Services adequate technical and organizational measures to preserve the security of personal data, adapted to the Data Processing involved by the Services and take into account industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
  - (b) will notify the Client as soon as it is aware of (i) any breach of the security of personal data (ii) all related information necessary to enable the Client to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach;

### 9. LIMITATION OF LIABILITY

- 9.1 This clause sets out the entire liability of Keyn Certification (including any liability for the acts or omissions of its Affiliates, and their respective employees, directors, officers, agents, subcontractors), to the Client in respect of the Services, the Certificate of Approval and/or the Reports, any breach of the Agreement, any use made by the Client of the Services, the Certificate of Approval and/or the Reports or any part thereof, and any representations, misrepresentations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.
- 9.2 Except as set out in clause 9.3 neither Party shall be liable to the other Party in any circumstances whatsoever for:
- (i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or
  - (ii) depletion of goodwill and/or similar losses; or
  - (iii) loss of contract; or
  - (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.3 Nothing in this General Terms and Conditions limits or excludes the liability of either Party:
- (i) for death or personal injury resulting from negligence; or
  - (ii) for any damage or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party; or
  - (iii) for any other loss which by law cannot be excluded or limited.
- 9.4 Without prejudice to clause 9.1 or 9.3, the total aggregate liability of Keyn Certification and its Affiliates, and their

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respective employees, directors, officers and agents, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval, the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to Keyn Certification in respect of the Services that give rise to Keyn Certification's liability to the Client.

- 9.5 The Client hereby undertakes to indemnify Keyn Certification and its Affiliates, and their respective employees, directors, officers, and agents, and holds them harmless against all and any claims, damages, expenses, liabilities, losses costs and/or expenses (including legal fees) of any nature whatsoever (including, but not limited to, negligence and gross negligence) arising from:
- 9.5.1 any act, omission, default, breach of contract or negligence of the Client, its agents or employees;
- 9.5.2 any claim by a third party in connection with the Services, Certificate of Approval and/or the Reports, including, without being limited to, where a Certificate of Approval and/or the Report is disclosed in full or in part to the third party with the consent of Keyn Certification;

### 10. FORCE MAJEURE

For the purpose of this clause "**Force Majeure**" shall mean any event or circumstance, the occurrence of which is beyond the reasonable control of the claiming Party, which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation, which shall cause the party impossible to carry out its obligation and duty contained herein, including but not limited to acts of God, pandemic or outbreak, acts of any civil or military authority, fires, strikes, labour disputes, wars, riots, earthquakes, storms, typhoons, landslides and floods.

- 10.1 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):
- 10.1.1 The Force Majeure shall be immediately notified by the Claiming Party to the other in writing causes, and in demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;
- 10.1.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing, in order to perform the Service.
- 10.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure.
- 10.3 If the disability continues for a continuous period of more than 15 (fifteen) days from the date the claiming Party gave written notice under clause 10.1, then either Party shall be entitled (but not obliged) to terminate this Agreement, or any part thereof, immediately on written notice to the other Party and, subject to the provisions of this Agreement, neither Party shall have a claim against the other Party as a result of such termination.

### 11. TERMINATION

- 11.1 Keyn Certification may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving a minimum of 30 (thirty) days' written notice to the Client, or such other period as may be reasonable in Keyn Certification's sole opinion in the circumstances.
- 11.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement, without liability to the other Party, immediately on written notice to the other Party if the other Party:

- 11.2.1 fails to pay any amount due under the Agreement on the due date for payment and remains in default for 10 (ten) days after being notified in writing to make such payment;
- 11.2.2 commits a material breach of the Agreement and (if such breach is capable of being remedied) fails to remedy such breach within 10 (ten) days after being notified in writing of the breach;
- 11.2.3 repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 11.2.4 becomes unable to pay its debts as and when they become due;
- 11.2.5 becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings;
- 11.2.6 assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement;
- 11.2.7 suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.
- 11.3 On termination of the Agreement for any reason:
- 11.3.1 the Client shall immediately pay to Keyn Certification all of Keyn certification's outstanding unpaid invoices (which shall become immediately due and payable) and interest, if any, on any outstanding sums and, in respect of Services supplied but for which no invoice has been submitted, Keyn Certification may submit an invoice, which shall be payable by the Client immediately on receipt thereof;
- 11.3.2 the accrued rights and liabilities of the Parties as at the termination and the continuation of any provision of the Agreement expressly stated to survive or implicitly surviving the termination, shall not be affected.
- 11.4 On termination of the Agreement (however arising), clauses related to confidentiality, intellectual property, data protection, governing law and jurisdiction shall survive and continue in full force and effect.

### 12. WAIVER

A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

### 13. ASSIGNMENT

- 13.1 The Client shall not, without the prior written consent of Keyn Certification, cede, assign, transfer or deal in any manner with all or any of its rights or obligations under the Agreement.
- 13.2 The Client acknowledges that, and hereby expressly consents to, Keyn Certification at any time ceding, assigning, transferring or dealing in any manner with all or any of its rights or obligations under the Agreement

### 14. SEVERANCE

- 14.1 If any provision of the Agreement (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part thereof) shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part thereof) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 15. ENTIRE AGREEMENT

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- 15.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the Services.
- 15.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

### **16. GOVERNING LAW AND JURISDICTION**

- 16.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Malaysia, notwithstanding any conflicts of laws rules that could require the application of any other law.
- 16.2 The Parties irrevocably agree that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter

## **Technical Terms and Conditions for Certification Services**

### **1. GENERAL**

- 1.1 To achieve and preserve certification, the Client is required to develop and maintain their management systems in accordance with applicable specifications, allowing unconditional access to Keyn Certification to audit or otherwise verify these management systems against the applicable specifications.
- 1.2 The certification awarded by Keyn Certification covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by Keyn Certification. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their services and products and shall defend, protect and indemnify Keyn Certification from any and all defects, claims or liability arising from said services and products.
- 1.3 The issued certification does not exempt the Client from their legal obligations in respect of the services or products or any other requirement in the scope of their management systems.
- 1.4 Keyn Certification shall be authorized to make copies of Client Information, as required by ISO/IEC 17021-1 or as may be required by the Accreditation Body's retention policy.

### **2. SERVICES**

#### **2.1 DEFINITIONS**

- 2.1.1 Capitalized terms not otherwise defined herein shall have the meaning given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO/IEC 17000 standards complemented by IAF or EA mandatory documents if any.

#### **2.2 REQUESTS FOR CERTIFICATION**

- 2.2.1 For the purpose of any accredited Services provided under this Agreement, the accredited entity (which holds the accreditation for the services) will be Keyn Certification Sdn. Bhd.

The accredited entity will be named towards the Client. The accredited entity is entitled to legally enforce the certification relevant activities towards the Client.

- 2.2.2 The Client shall supply, through an Application Form, detailed information about the size and scope of its operations that will be subject to the Services.

- 2.2.3 Upon receipt of such information from the Client, Keyn Certification shall issue a Proposal.

- 2.2.4 For quality, environmental, and occupational health & safety management systems, Keyn Certification will determine the audit duration based on the information submitted by the client and the applicable IAF Mandatory Documents. The justification of the calculation can be made available to the Client

- 2.2.5 Where a multi-site offer is made, this will be based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to the latest edition of the relevant Accreditation Body rules for each certification schemes. Where any subsequent audit information supplied by the Client is found not to be accurate, Keyn Certification reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure compliance with the aforementioned rules.

### **2.3 THE INITIAL CERTIFICATION PROCESS**

The details of the Services to be provided must be agreed between the Client and Keyn Certification prior to Keyn Certification commencing any such Services.

#### **2.3.1 STAGE 1 AUDIT**

- (a) Keyn Certification will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit system).

#### **2.3.2 STAGE 2 AUDIT**

- (a) Keyn Certification will provide an audit programme prior to the commencement of the audit.
- (b) The Keyn Certification audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The Keyn Certification audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.
- (c) The Keyn Certification audit team will prepare and present to the Client's management a Report of the audit, which will include the audit findings, the non-conformities identified and the scope of certification.

#### **2.3.3 CHANGES TO STAGE 1 AND STAGE 2 AUDITS**

- (a) If as result of the Stage 1 Audit, Keyn Certification determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.
- (b) If, based upon the information gathered during Stage 1 of the audit, Keyn Certification decides that the required information were not provided and/or complete, this may result in a major non-conformity at Stage 2 with respect to the effective implementation of the management system.
- (c) When the Stage 1 & 2 Audits are planned back-to-back, Keyn Certification has the right to postpone the Stage 2 Audit at the expenses of the Client if the results of the Stage 1 Audit are not satisfactory to proceed with the Stage 2 Audit.

#### **2.3.4 NONCONFORMITY**

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- (a) When major non conformity occur Keyn Certification undertakes a "special follow up visit", which is charged at Keyn Certification's current rates.
- (b) All fees to review Client's proposed actions to close any non-conformities (major and minor) are charged on reimbursable basis for professional time and expenses.
- 2.3.5 ISSUANCE OF CERTIFICATE OF APPROVAL AND REPORTS**
- (a) Keyn Certification will issue the final Report if and when all corrective actions agreed between the Client and the Keyn Certification audit team have been completed.
- (b) Keyn Certification will not take a positive certification decision until the necessary requirements are fully met.
- (c) Keyn Certification will issue a Certificate of Approval to the Client once a positive certification decision have been made.
- (d) The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit, the scope of the management system, the geographical location and the validity period of certification.
- 2.4 CERTIFICATION MAINTENANCE**
- 2.4.1 SURVEILLANCE**
- (a) Keyn Certification operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The programme is ongoing and is agreed with the Client in the Agreement.
- (b) Once Keyn Certification has agreed the dates, the Client should make all necessary arrangement to maintain the agreed dates. Surveillance audits shall be conducted once a calendar year and the date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the certification decision date.
- 2.4.2 RE-CERTIFICATION**
- Every three (3) years Keyn Certification will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the Keyn Certification audit team and completed), Keyn Certification will re-issue the Client's certification and the Certificate of Approval. It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.
- 2.5 CERTIFICATION CHANGES**
- The Client is required to inform Keyn Certification promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site, additional sites (even temporary sites), change of process, change of ownership, change of scope, change of number of employees, change of management etc are considered as changes which may affect the validity of the certification. Keyn Certification will then take the appropriate action, such as conducting a special audit, an unannounced visit and/or changing the certification at the then current rates. Unannounced visits can be conducted as well to investigate complaints received about the Client.
- 2.6 CERTIFICATION AND ACCREDITATION MARK**
- 2.6.1** The Client shall use the certification mark in accordance with the instructions for use that Keyn Certification provides including the requirements related to intellectual property. Use of the mark of the Accreditation Body is prohibited.
- 2.6.2** The use of the certification mark is regulated by Keyn Certification through a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. Keyn Certification will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.
- 2.6.3** There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. Certification mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.
- 2.7 ACCREDITATION BODY ACCESS**
- The Client shall allow the Keyn Certification's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the Keyn Certification audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or Keyn Certification. Refusal to accept a witness assessment by the Accreditation Body must be justified and accepted by Keyn Certification and the Accreditation Body and could result in withdrawal of accredited certification where reasons are not accepted. The Client authorises Keyn Certification to disclose relevant data to the Accreditation Body.
- 2.8 SUSPENSION, WITHDRAWAL CANCELLATION OR RESTORATION OF THE CERTIFICATE OF APPROVAL**
- 2.8.1** Keyn Certification reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give the Client a three (3) months' written notice or shorter notice as the situation may require depending upon the information available to Keyn Certification. If such aforementioned actions are deemed necessary by Keyn Certification, the Client will be fully briefed and will be given every possible opportunity to take corrective action before a final decision is taken on what action Keyn Certification should take after the expiration of such notification period.
- 2.8.2** Unannounced visits may also be conducted as a follow up on Clients which certification has been suspended.
- 2.8.3** Suspension is lifted and certification is restored upon satisfactory clearance of non-conformities and verification by Keyn Certification of the compliance of Client's management system.
- 2.8.4** Keyn Certification reserves the right to publish the fact that such action has been taken.
- 3. CERTIFICATE OF APPROVAL AND REPORTS**
- 3.1** The Client must not reproduce the Certificate of Approval or the Reports or make copies thereof without the prior written consent of Keyn Certification. Neither the Client nor any third party is entitled to rely on any reproduction or copy of a Certificate of Approval or the Reports for which the prior written consent of Keyn Certification has not been obtained.
- 3.2** The Certificate of Approval or the Reports are issued by Keyn Certification and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, distributed, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of Keyn Certification. Notwithstanding the foregoing, the Client is permitted to use the Certificate of Approval as proof of certification of the management system towards third parties.

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- 3.3 The Certificate of Approval or the Reports are given only in relation to the written instructions, documents, information and samples provided to Keyn Certification by the Client prior to the performance of the Services. Keyn Certification cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or the Reports to the extent that the Client has given Keyn Certification erroneous or incomplete information.
- 3.4 The Certificate of Approval or the Reports will reflect the findings of Keyn Certification at the time of performance of the Services only and in respect of the Client Information made available to Keyn Certification prior to or during the performance of the Services. Keyn Certification shall have no obligation to update the Certificate of Approval or the Reports after issuance, except as otherwise stated in the Agreement or agreed in writing between the Parties.
- 3.5 The Client (not Keyn Certification or its Affiliates or their respective representatives) is solely and exclusively responsible for exercising its own, independent judgement with regard to the Certificate of Approval or the Reports, information provided by Keyn Certification and for any decision or action undertaken by the Client or any third party on the basis of the Certificate of Approval or the Reports provided by Keyn Certification. Neither Keyn Certification nor any of its Affiliates or their respective officers, external auditors and technical experts, employees, representatives or assigns warrant the quality, outcome, effectiveness or appropriateness of any decision or action taken by the Client on the basis of the Certificate of Approval or the Reports provided under the Agreement.
- 3.6 Keyn Certification is under no obligation to refer to or report on any facts or circumstances which are outside the scope of the Services and accepts no liability for not referring to or reporting on such facts or circumstances.
- 4. APPEALS, DISPUTES AND COMPLAINTS**
- 4.1 Should the Client wishes to appeal against or dispute any decision of Keyn Certification, it should do so in accordance with the Keyn Certification appeals procedure, which is available on Keyn Certification website or upon request.
- 4.2 Should a complaint arise about Keyn Certification, such complaint shall in the first instance be made to the local Keyn Certification office. If the Client does not wish to complain directly to the local Keyn Certification office, the complaint shall be sent in writing to the corresponding Accredited Entity or the related Accreditation Body or Scheme Owner.
- 2.3 The Client will pay each valid invoice submitted to it by Keyn Certification, in full and in cleared funds and without deduction or set-off, within thirty (30) days of the date of the invoice.
- 2.4 Without prejudice to any other right or remedy that Keyn Certification may have, if the Client fails to pay Keyn Certification the initial deposit or advance payment, if any, or any subsequent invoice on or before the due date, Keyn Certification may, in its sole and absolute discretion:
- charge interest on such sum from the due date for payment at the monthly rate of 2.5%, accruing on a daily basis and being compounded monthly until payment is made in full (both dates inclusive), whether before or after any judgment; and/or;
  - suspend all Services until payment has been made in full.
- 2.5 All fees are exclusive of accommodation, meals, subsistence, travel and any other incidental costs and expenses and will be charged by Keyn Certification as pre-agreed at a fixed rate or at the actual cost thereof.
- 2.6 Unless otherwise agreed between the Parties in writing, all sums payable to Keyn Certification will become immediately due and payable on termination of the Agreement for any reason whatsoever, despite any other provision of the Agreement. This clause is without prejudice to any right of Keyn Certification to claim interest, collection costs, legal costs or any other right in terms of law or the Agreement.
- 3. INITIAL DEPOSIT**
- 3.1 Keyn Certification may, in its sole and absolute discretion, require the Client to provide an initial deposit or advance payment of an amount or percentage of the Fees as determined by Keyn Certification, as security for payment of the Fees, on or before the date specified by Keyn Certification or, if no date is specified, prior to commencement of the Services. Keyn Certification will not commence provision of the Services unless and until any such upfront payment has been received in full by Keyn Certification.
- 3.2 The payment of an initial deposit or advance payment in no way relieves the Client of timeous payment of any invoices.
- 4. YEARLY REVISION**
- 4.1 Keyn Certification reserves the right to review and amend its charges annually and, in any case, automatically after the first three years cycle; as a minimum, these charges will be adjusted to take into account the inflation rate, any significant variation of the exchange rates, labour costs or costs implied by changes in the applicable certification schemes.
- 4.2 Notwithstanding clause 4.1, Keyn Certification will be entitled to claim an increase or modification in the Fees if conditions or circumstances arise that were not reasonably foreseeable at the time the Agreement was entered into or which were beyond the reasonably control of Keyn Certification or if the Client request any postponement or rescheduling of the Services, or any part thereof. If the Client refuses to accept any such increase or modification in the Fees then Keyn Certification reserves the right not to commence or continue with the provision of the Services, or any part hereof.

### Commercial Terms and Conditions for Certification Services

- 1. DEFINITIONS AND INTERPRETATION**
- 1.1 **Fees** means the fees payable by the Client to Keyn Certification for the Services, as set out in the applicable Order Form, Proposal or agreed written instructions, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of Keyn Certification incurred in respect of the performance of the Services, which will be charged separately as pre-agreed at a fixed rate or at the actual cost thereof;
- 2. FEES AND PAYMENT**
- 2.1 In consideration for the provision of the Services by Keyn Certification, the Client will pay the Fees in accordance with this clause 2, unless otherwise agreed in writing between the Parties. The Fees are exclusive of all applicable taxes, unless stated otherwise.
- 2.2 Keyn Certification shall invoice Clients on delivery of the Services. Under no circumstances will the Certificate of Terms and Conditions for Certification Services
- 5. CANCELLATION, POSTPONEMENT OR RESCHEDULING OF THE SERVICES**
- 5.1 Should the Client wish to cancel, postpone or reschedule commencement or further provision of the Services, or any part thereof, the Client must provide Keyn Certification with prior written notification of not less than thirty (30) days in the event of postponements or rescheduling and

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not less than three (3) months in the event of cancellations.

- 5.2 Any cancellation, postponement or rescheduling of the Services will in all instances entitle Keyn Certification to claim full payment of the Fees for the Services that have been rendered and any and all costs incurred by Keyn Certification as at the date of cancellation, postponement or rescheduling on presentation by Keyn Certification of an invoice in respect thereof.
- 5.3 In addition, a cancellation charge, as provided in the Agreement between the Parties, will be levied by Keyn Certification in the event of any cancellation, postponement or rescheduling of the Services. In the event that the initial deposit or advance payment, if any, exceeds the cancellation charge, such excess amount will be refunded to the Client (unless any other amount is due and owing by the Client to Keyn Certification). The Client agrees that any such cancellation charge is a reasonable measure of the costs incurred by Keyn Certification in preparation of provision of the Services. Under no circumstances will Keyn Certification be liable for any claims, costs, damages or losses of any nature whatsoever and howsoever arising as a result of the Client's cancellation, postponement or rescheduling of the Services, or any part thereof.
- 5.4 Should client wish to cancel a paid training course, the client must provide written notice to Keyn Certification not less than five (5) working days. Full paid amount will be refunded.