



Latest amendments to these Contract Conditions are indicated by underlined text.

1. General

- 1.1 These Conditions apply to the legal relationship between Certeck Registration Inc. and the Client (person/organization who signs the Application for Registration).
- 1.2 Conditions – the conditions defined within this document reflect the requirements of the IAF/ANAB.
- 1.3 Legal Status - Certeck Registration Inc. is a private company incorporated in Ontario, Canada.
- 1.4 Scope - Certeck Registration Inc provides registration services in-line with its accredited scope.
- 1.5 The contract between the Client and Certeck Registration Inc. is constituted of these Conditions, Proposal/Application, and Regulations governing the use of the Registration Mark. Variation to the Contract shall not be valid unless it is in writing and signed by or on behalf of the Client and Certeck Registration Inc.
- 1.6 Where a Certificate is issued to the Client, Certeck Registration Inc. shall carry out its services in accordance with these conditions.
- 1.7 The Client acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Contract. Any conditions or requirements included in the Client's standard form documents that are inconsistent with, or which purport to modify or add to the conditions shall have no effect unless expressly accepted in writing by a Director of Certeck Registration Inc.
- 1.8 These Conditions cover management system registration in accordance with ANAB requirements.

2. Obligations of Certeck

- 2.1 Certeck maintains confidentiality at all levels within its organization. Confidentiality relates to all information obtained whilst performing its business. Certeck Registration Inc will not disclose any information to a third party, unless in response to a legal process or as required by the ANAB. Any information disclosed will be provided in writing to the client prior to release.
- 2.2 Application for Registration - On receipt of the completed Questionnaire, Certeck Registration Inc sends a Contract to the Client outlining the scope and costs of the services. Once the signed Contract is returned to Certeck Registration Inc, together with any due payments, Certeck Registration Inc will nominate a Lead Auditor, who will be responsible for ensuring that audits are carried out in accordance with the procedures of Certeck Registration Inc.
- 2.3 Certeck Registration Inc. will audit the Client's relevant management systems. In order to do so, it shall inform the Client of the date of the audit visits, together with an itinerary for completion of the audit program. However, the time and duration of the audits are for guidance and Certeck Registration Inc. will not be bound to complete the audit program within the itinerary, but will use all reasonable endeavors to keep the Client informed about progress on their audit program
- 2.4 If not satisfied that all registration requirements are met, Certeck Registration Inc will identify the area of nonconformity and inform the Client.
- 2.5 When the Client can show that effective corrective action on the system has been taken (within the time specified by Certeck Registration Inc), Certeck Registration Inc will arrange to audit the necessary parts of the system.
- 2.6 If the Client fails to take corrective action within the specified time limit, it may be necessary for Certeck Registration Inc, at extra cost, to repeat an audit in full.
- 2.7 Identification of conformity shall refer only to the sites audited as specified on the Certificate
- 2.8 On completion of an audit program the Lead Auditor will advise the Client whether or not a recommendation to issue a Certificate is to be made. Such recommendation is not binding on Certeck Registration Inc. The decision to issue a Certificate is at the sole discretion of Certeck Registration Inc.'s Registration Board. When Certeck is satisfied that the Client meets all the registration requirements, it will inform the Client and issue a Certificate.
- 2.9 The Certificate will remain the property of Certeck Registration Inc and may only be copied or reproduced for the benefit of a third party if the word "copy" is marked thereon.
- 2.10 The certificate will remain valid as indicated thereon unless an audit visit reveals that the management system of the Client no longer meets the standard, or the Client fails to meet other obligations identified in these conditions.
- 2.11 Registration Marks (Logos) - Upon issue of a Certificate, Certeck Registration Inc will also authorize the Client to use Certeck Registration Inc registration mark (strictly in accordance with Certeck Registration Inc. document CD17). Registration marks / logos can only be used by organizations holding current and valid certification with Certeck

Registration Inc. Upon termination of contract with Certeck Registration Inc. (Cancellation, Lapse or Withdrawal) shall cease to use Certeck' name and Registration Marks (Logos).

- 2.12 Misuse of a Certificate or Registration Mark - Certeck Registration Inc will take suitable action, at the expense of the Client, to deal with incorrect or misleading references to registration or use of Certificates and registration marks. These include suspension or withdrawal of the Certificate, legal action and/or publication of the transgression.
 - 2.13 Periodic surveillance audits of the client's system will be carried out and shall cover, all aspects of the system, documentation, processes and products, within the agreed audit scope, at the discretion of the Lead Auditor
 - 2.14 The Client shall be informed of the results of the surveillance audit.
 - 2.15 Certeck Registration Inc may suspend a Certificate for a limited period in cases such as the following:
 - 2.15.1 If client prevents Certeck Registration Inc from conducting any of the required surveillance activities.
 - 2.15.2 If a Corrective Action Request has not been satisfactorily complied with, within the designated time limit.
 - 2.15.3 If a case of misuse that is not corrected by suitable retractions or other appropriate remedial measures by the Client.
 - 2.15.4 If product is being released to Customers in an unsafe or otherwise non-conforming condition.
 - 2.16 The Client shall not identify itself as being registered and shall not use any registration mark on any product or service that have been offered under a suspended Certificate.
 - 2.17 Certeck Registration Inc may publish suspension of a certificate and the clients name may be removed from Certeck Registration Inc's list of registered organizations.
 - 2.18 Certeck Registration Inc will confirm, in writing to the Client, the suspension of a Certificate. Certeck Registration Inc will indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfillment of these conditions, the suspension shall be lifted and the Client notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate shall be withdrawn.
 - 2.19 All costs incurred by Certeck Registration Inc in suspending and reinstating a Certificate will be charged to the Client.
 - 2.20 The Client will be informed of the requirements for Certificate renewal during the final surveillance visit.
 - 2.21 After completion of a new questionnaire, an audit will be carried out on extended system. The cost of extending the scope of registration will be based on the nature and amount of work.
 - 2.22 Following a successful extension audit, a new Certificate will be issued covering those systems audited. Although the original Certificate will normally remain in force, it may be necessary in some instances to issue a new Certificate.
 - 2.23 Recognition of Accredited Organizations - Certeck Registration Inc will generally recognize the registration of other accredited organization where this does not compromise the integrity of a system or registration scheme. Certeck reserves the right not to do so at its discretion.
 - 2.24 Where Certeck Registration Inc discovers a legal noncompliance during the course of an Environmental audit it will be reported to the client (verbally and may be included within the audit report). Where law requires disclosure, Certeck Registration Inc will respond as indicated in 5 above.
- 3. Obligations of the client**
- 3.1 The client agrees to ensure that their management system is fully functional and has been implemented for a minimum of 3 months, including but not limited to a) a full internal audit cycle, b) completion of at least one complete Management Review Meeting prior to the registration audit.
 - 3.2 The Client understands and agrees that Certeck Registration Inc may use employed or subcontracted auditors to perform their audit activities.
 - 3.3 In order to obtain and maintain registration Clients must adhere to the following requirements:
 - 3.3.1.1 The Client agrees to make available to Certeck Registration Inc, all documents, and other information required by Certeck Registration Inc to complete the audit program. The Client shall ensure that all necessary access, assistance, information and facilities are made available to Certeck Registration Inc. when required, including the assistance of competent and authorised personnel of the Client. The Client shall, in addition, provide Certeck Registration Inc., free of charge, suitable space for meetings.
 - 3.3.1.2 The Client shall appoint a designated person who is authorized to maintain contact with Certeck Registration Inc.
 - 3.3.1.3 The Client shall give access to all sites for surveillance audit purposes whenever deemed necessary, and Certeck shall reserve the right to make unannounced visits as required.
 - 3.3.1.4 The Client shall give access to ANAB audit teams accompanying Certeck Registration Inc auditors for the purpose of witnessing Certeck Registration Inc's audit team. Note: Where a Client refuses access to an ANAB witness team Certeck Registration Inc is duty bound to advise ANAB accordingly. Where ANAB witness is refused Certeck may not issue an ANAB accredited certificate. Where Client already holds an ANAB certificate it will be withdrawn.
 - 3.3.1.5 The Client shall maintain a register recording all customer complaints relating to those products, processes or services covered by the Certificate and make this available to Certeck Registration Inc on request.
 - 3.3.1.6 Multi-Site - Clients applying for 'Multi-Site' registration shall ensure that a) a central office is nominated, b) the central office shall collect and analyze data from all sites included within its registration, c) the central office shall be responsible for; control of changes to the registered quality system, performance of



- management reviews, complaint review, evaluation of corrective action covering all sites included within the registered quality system, and c) performance of internal audit and evaluation for all sites included within the registration.
- 3.3.1.6.1 The client understands that failure to effectively maintain registration at any of the registered sites will lead to withdrawal of registration from all sites.
- 3.3.1.6.2 The client understands that a nonconformance raised against one site shall be investigated for action at all sites included within its registration.
- 3.3.1.7 The Client shall have a documented procedure to inform CerteCH Registration Inc, in writing, of any intended significant modification to its system, or processes, which may affect conformance with the standards. Where the client has an EMS or H&S system the procedure shall also address communication with CerteCH Registration Inc regarding legal action against the client or the registered organization. CerteCH Registration Inc will determine whether the notified changes require additional audit. Failure to notify CerteCH Registration Inc may result in suspension of the Certificate.
- 3.3.1.8 The Client may only reproduce or publish extracts of Reports of CerteCH Registration Inc. if the name of CerteCH Registration Inc. does not appear, or the Client has obtained the prior written authorization of CerteCH Registration Inc.
- 3.3.1.9 The right to use a CerteCH Registration Inc or ANAB mark is contingent on maintaining a valid Certificate in respect of the registered management system and Regulations governing the use of the mark of CerteCH Registration Inc /ANAB

- 3.4 A Client may advertise that its management system has been registered and may apply the relevant registration mark to stationery and publicity materials relating to the scope of registration as provided. The Client may not apply such mark in relation to its products. The Client shall ensure that no confusion arises between registered and non-registered systems, products or sites in its publications and advertising material. The Client shall not make any claim that could mislead third parties to believe that certain systems, products or sites have been registered when they have not.
- 3.5 A Client who has been authorized to use a registration mark must also comply with the Regulations governing the use of the mark of CerteCH/ANAB. Improper use of a registration mark shall be a serious non-conformance.
- 3.6 In order for CerteCH Registration Inc. to comply with health and safety legislation, the Client shall provide CerteCH Registration Inc. with all available information regarding known or potential hazards likely to be encountered by CerteCH Registration Inc. personnel during their visits.
- 3.7 In order to revalidate its Certificate at the end of every registration cycle, the Client is required to repeat the application procedure. The Client will be informed of the requirements for Certificate renewal during the final surveillance visit, but sole responsibility for timely filing of the renewal application shall be with the Client.
- 3.8 Following issue of a new Certificate the Client must return the superseded Certificate to CerteCH.
- 3.9 In order to extend the Certificate to cover additional sites or aspects, the Client is required to complete a new Questionnaire.

4. Fees and payment

- 4.1 The fees quoted to the Client cover all stages of the audit program. CerteCH Registration Inc. will increase its charges if the Client's instructions are found to be different from the initial details supplied or used for the purpose of obtaining a fee quotation. Clients will be notified of any increase in fees.
- 4.2 Additional fees may be charged for operations that are not included in the agreed proposal and for extra audits required due to non-conformances being identified. These could include costs resulting from:
- 4.2.1 Repeat of any part, or all, of the audit program due to the registration procedures and rules not being met
- 4.2.2 Re-audit due to changes in the management system or products or services.
- 4.2.3 Additional fees will be payable at the agreed contractual day rate.
- 4.3 Following submission of the Report to the Client, CerteCH Registration Inc. will issue an invoice to the Client.
- 4.4 Invoices for additional and further work will be issued on completion of the relevant task. Unless advance payment has been agreed upon, all invoices are payable upon receipt of each invoice, regardless of whether the Client's system qualifies for registration.
- 4.5 Any use by the Client of any Report or Certificate or the information contained therein is conditional upon timely payment of all fees and charges. In addition to the remedies set out in the Standard Business Terms, CerteCH Registration Inc. reserves the right to cease or suspend all work and/or cause the withdrawal of any Certificate for a Client who fails duly to pay an invoice.
- 4.6 All deposits are non-refundable
- 4.7 Taxes will be added to prices quoted as applicable
- 4.8 All Prices are in Canadian dollars unless otherwise specified
- 4.9 In the event that a client is unsuccessful in achieving registration, all fees are non-refundable

5. Termination, Reducing, Expanding, Suspension and Withdrawal of Certification, Appeals and Complaints

5.1 Termination

- 5.1.1 Unless otherwise agreed in writing, the Client shall be entitled to terminate the Contract at any time by giving not less than Ninety days notice in writing to CerteCH Registration Inc. If the Client terminates the Contract (other than by reason of default by CerteCH Registration Inc. in its obligations) CerteCH Registration Inc. shall be entitled to charge the Client reasonable fees at agreed contract rates and expenses in respect to work carried out by it for the Client prior to a resulting from termination. For contracts direct with

CerteCH Registration Inc (Not applicable to contracts issued through partner organizations). If CerteCH Registration Inc. terminates the Contract (other than by reason of default by the Client in its obligations) CerteCH Registration Inc. will reimburse to the Client any fee paid in advance by the Client to CerteCH Registration Inc. less the application fee and any expenses incurred by CerteCH Registration Inc. under the Contract, however CerteCH Registration Inc. shall not be liable to make any other reimbursement or pay any other compensation to the Client.

5.2 Withdrawal of Certificate - A certificate may be withdrawn if:

5.2.1 The Client takes inadequate action in the case of suspension.

5.2.2 CerteCH Registration Inc. terminates its contract with the Client.

5.2.3 In any of these cases, CerteCH Registration Inc has the right to withdraw the Certificate by informing the Client in writing.

5.2.4 The Client may give notice of appeal.

5.2.5 In cases of withdrawal, no reimbursement of audit fees shall be given.

5.3 Cancellation of Certification - A Certificate will be cancelled if:

5.3.1 The Client advises CerteCH Registration Inc in writing that it does not wish to renew the Certificate or goes out of business.

5.3.2 The Client does not commence timely application for renewal.

5.3.3 In cases of cancellation, no reimbursement of audit fees shall be given and cancellation of the Certificate may be published by CerteCH Registration Inc and notified to the appropriate accreditation, if any.

5.4 Appeals - If, for any reason (other than non-payment of audit fees), notification is given which may result in a Certificate not being issued, suspended or being withdrawn, the Client has the right to appeal.

5.4.1 Notification of the intention to appeal must be made in writing and received by CerteCH Registration Inc within seven days of receipt of notification of the non-issue, suspension or withdrawal of the Certificate.

5.4.2 An Appeals Form will be sent to the Client for completion and must be returned to CerteCH Registration Inc within 14 days of receipt, supported by relevant facts and data for consideration during the Appeals Procedure.

5.4.3 All appeals are forwarded to CerteCH Registration Inc and are put before a sub-committee of the Advisory Board of CerteCH Registration Inc, comprising three non-executive members. CerteCH Registration Inc shall be required to submit evidence to support its decision to withhold, suspend or withdraw the Certificate.

5.4.4 In instances where the appeal has been successful and the Certificate issued or reinstated, no claim can be made against CerteCH Registration Inc for reimbursement of costs or any other losses incurred as a result of the withholding, suspension or withdrawal notification.

5.5 Complaints - If a Client has cause to complain regarding the conduct of employees of CerteCH Registration Inc, the complaint shall be made in writing, without delay, and addressed to the President of CerteCH.

5.6 Reduction and Expansion of scope

5.6.1 The client may request a change in scope (increase or decrease due to change in number of personnel or/and change in processes or products) prior to a scheduled audit. CerteCH will review application and prepare a contract change and send the client an updated Contract for acceptance.

5.6.2 Increase or decrease in scope may be recommended by an auditor during an audit (where scope or numbers of personnel vary from client supplied information). This shall result in a change in contract and increased or decreased audit time.

5.7 Suspension of certification

5.7.1 Certification may be suspended by CerteCH where a client fails to close a major corrective action request or, where payment is not received in agreed time, or where the client's certification is through a Partner organization under suspension from CerteCH Registration Inc.

5.7.2 Suspension will be for an agreed period of time and allows for effective corrective action to be completed. The cost of suspension and lifting the suspension will be invoiced to the client.

5.7.3 Where a client fails to take effective action to lift suspension the certification will be withdrawn as per 5.2 above.

5.7.4 During suspension the client shall not claim to be certified by CerteCH Registration Inc.

5.7.5 The client may appeal suspension in writing to the President of CerteCH Registration Inc. All costs related to an unsuccessful appeal shall be paid by the client.

6. Force-majeure

6.1 If CerteCH Registration Inc. is prevented by reason of any cause whatsoever outside of CerteCH Registration Inc.'s control from performing or completing any service for which a Contract has been made, the Client will pay to the Company:

6.1.1 The amount of all abortive expenditures actually made or incurred

6.1.2 A proportion of the agreed fees equal to the proportion (if any) of the service actually carried out

6.1 CerteCH Registration Inc. shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

7. Limitation of liability and indemnity

7.1 CerteCH Registration Inc. will exercise due care and professionalism in the performance of its services and accepts responsibility only in cases of proven negligence.

7.2 CerteCH Registration Inc. shall have no liability to the Client arising out of or in connection with the Contract and its performance by reason of any representation or the breach of any express or implied condition, warranty or other term of any duty at common law or under any statute for any indirect, special or consequential loss of the Client (including loss of profits), and the total liability of CerteCH Registration Inc to the Client in respect of any other loss shall be limited in respect



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Contract Conditions

CD08, Issue: 05

July 5, 2007

Page 3 of 3

- of any one event or series of connected events, to an amount equal to the fees paid to the Certeck Registration Inc under the Contract (excluding taxes thereon).
- 7.3 The Client acknowledges that Certeck Registration Inc. does not, either by entering into the contract or by performing the services rendered, undertake to discharge any duty of the Client to any other person.
- 7.4 The Client shall guarantee, hold harmless and indemnify Certeck Registration Inc. and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses and howsoever arising relating to the performance, purported performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in Clause 7.2

Certeck reserves the right to add to, delete or change these conditions to maintain conformance with ANAB requirements, without prior notification.