

A-Professional Certification Services Limited

Terms & Conditions

Effective Date: February 2018

GENERAL CONDITIONS FOR CERTIFICATION SERVICES:

1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS:

1.1 Unless otherwise expressly agreed in writing and signed by all parties, or solely to the extent otherwise required by mandatory application of law, all actions and services provided by any certification-related entity of the **A-Professional Certification Services Limited** (designated hereafter as "**APC**") are governed by the following general terms and conditions of service (the "**General Conditions for Certification Services**"). This specific terms and conditions of service (the "**Specific Conditions of Certification Services**") is also available on the APC website.

1.2 APC offers certification services ("**Services**") covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("**Client**"). The audit and certification services offered by APC are "open ended" and are subject to automatic renewal.

1.3 The definitions in this Article apply in these General Conditions for Certification Services:

Accreditation Body: Authoritative body that grants accreditation, under which APC performs its Services.

Agreement: the APC's acceptance of a completed APC Order Form or other instructions for Services from the Client, or APC's acceptance of an agreed quotation for Services, or any instruction or request for services by a Client and subsequent acceptance by APC and performance of Services by APC for the Client. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and APC.

Certificate of Approval: Permission issued by APC for a product, service or process to be marketed or used for stated purposes under stated conditions.

APC Quotation Form: APC's standard form to be completed by the Client setting out the Services to be performed by APC, 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 APC Order Form or in a separate document or price list.

Party and Parties: individually APC or the Client and collectively APC and the Client.

Reports: all documents created by APC in relation to the performance of the Services, except Certificate of Approval.

1.4 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any APC Order Form or other document shall not govern the Agreement.

1.5 APC acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and APC. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

1.6 APC implements ISO 17021-1 in relation to its management system certification services.

2. APC'S OBLIGATIONS:

2.1 APC shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

2.2 APC, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment or recommendations, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed by the Parties.

2.3 In providing the Services, APC does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners, who, notwithstanding APC'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 APC relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability to APC to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.

2.4 For the avoidance of doubt, APC does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or 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 APC for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.

2.5 The Certificate of Approval and the Reports are given only in relation to the written instructions, documents, information and samples provided to APC by the Client prior to the performance of the Services. APC cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or in the Reports to the extent that APC has been given erroneous or incomplete information by the Client.

2.6 Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificate of acceptance or conformity, and which are divulged to APC, shall be considered to be for information only, without either extending or restricting APC's scope of Services or obligations under the Agreement.

2.7 According to the Control of Exemption Clauses Ordinance (Cap.71) APC shall not be liable to a Business for i) any loss or damage whatsoever or ii) howsoever caused arising directly or indirectly in connection with the certification of a Business under the Scheme or iii) the sale of products or rendering of services to the public by a Business and notwithstanding the generality of the foregoing APC expressly exclude liability for loss or iv) damage suffered by a Business including any loss or v) damage resulting from claims brought by any clients or customers or a Business, or vi) for loss of profit, business, revenue, goodwill or whatsoever savings. All conditions and warranties on the part of APC implied by statute, common law, etc are expressly excluded.

2.8 Without prejudice to above and in the event that the courts of Hong Kong consider a complete exclusion of liability hereunder to be unreasonable, APC's liability in contract, tort or otherwise to a Business with respect to any claim arising in connection with its acts or omissions in assessing and/or certifying a Business and/or operating the Scheme shall be limited to no more than 3 times the fees received by APC from a Business in the year in which the alleged liability arose or HK\$50,000 whichever is less.

3. CLIENT'S OBLIGATIONS:

3.1 The Client shall:

3.1.1 Co-operate with APC in all matters relating to the Services;

3.1.2 Provide, or cause its suppliers to provide, in a timely manner, access to facilities, documents, information and personnel as required by APC to perform the Services. The Client shall be responsible for preparing and maintaining the relevant premises and materials for the supply of the Services, including without limitation

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identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform APC of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises;

- 3.1.3** Provide APC with all necessary transportation and equipment, such equipment to be in good working order and under the Client's control and operation, for provision of the Services;
- 3.1.4** Provide APC, either directly or through its suppliers and subcontractors, in a timely manner, such information as APC may require for the proper performance of the Services and ensure that such information is accurate in all material respects;
- 3.1.5** 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;
- 3.1.6** Ensure that all documents, information and material made available by the Client to APC 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;
- 3.1.7** Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 3.2** To the extent that APC renders Services, the Client agrees that APC does not owe any specific success but only such Services. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by APC. Neither APC nor any of its employees warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.
- 3.3** If APC's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, APC shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 4. PAYMENT:**
- 4.1** APC shall invoice Clients on delivery of the Services. Certificate of Approval and Reports cannot be released until full payment has been received by APC.
- 4.2** The Client shall pay each valid invoice submitted to it by APC, in full and in cleared funds, within thirty (30) days of the date of the invoice.
- 4.3** If the Client fails to pay APC on the due date, APC may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.
- 4.4** APC reserves the right to review and amend its charges annually; as a minimum, these charges will be adjusted in line with cost indices.
- 4.5** If the Client postpones the audit service by a thirty (30) working days notice, APC reserves the right to charge the full man-day fee of the audit. This sum will not be discounted from the audit fee ultimately charged when the rescheduled audit is carried out.
- 4.6** If the client cancels this Agreement, the client shall pay all the outstanding invoices. In addition, if the Client cancels the Agreement with less than three (3) months notice prior to the next

due audit date, then the Client shall be liable for the full cost of the audit, including all audit man-day and administrative fees.

- 4.7** All fees are exclusive of travel and expenses and will be charged as pre-agreed at a fixed rate or at cost.
- 4.8** The invoice shall include as appropriate, but not restricted to, man-days (off- and on-site), Reports, Certification, Non-conformity Closure, Certificate of Approval and Accreditation Fees as well as Expense Costs.
- 4.9** Any service rendered beyond those set out will be charged at APC's current rates.
- 4.10** If the client wishes to cancel the contract before Initial, Main audit, an administrative fees equivalent to 20% of the total contract value will be charged.
- 4.11** If the services are not opted for within 2 years period from the date of signing of the contract, the entire advance amount will be forfeited.

5. CONFIDENTIALITY:

- 5.1** "Confidential Information" shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.
- 5.2** Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading 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.
- 5.3** The confidentiality undertaking shall not apply to any information:
- 5.3.1** which is publicly available or becomes publicly available through no act of the receiving Party;
- 5.3.2** which was in the possession of the receiving Party prior to its disclosure;
- 5.3.3** which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 5.3.4** which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 5.3.5** which is 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
- 5.3.6** which is disclosed to an affiliate of the Party on a need to know basis.

5.4 The Certificate of Approval and the Reports are issued by APC and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of APC.

5.5 Each Party shall be responsible for ensuring that all persons to whom Confidential Information 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 said undertaking.

5.6 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit APC from maintaining copies of Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or Accreditation Bodies.

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6. INTELLECTUAL PROPERTY:

- 6.1** "Intellectual Property" shall mean 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 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.
- 6.2** 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.
- 6.3** 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 of the other Party or its affiliates.
- 6.4** Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.
- 6.5** The names, service marks, trademarks and copyrights of APC shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of APC and then only in the manner prescribed by APC.
- 6.6** The use of Certificate of Approval is regulated by APC through a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. APC will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.
- 6.7** For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey any rights of ownership or license whatsoever to the APC's intellectual property of its proprietary software, nor to the APC's proprietary audit methods, training materials and best practices manual, nor to the APC's protocols, nor to the APC's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and to issue the Certificate of Approval and the Reports. These shall remain the sole property of the APC.

7. LIMITATION OF LIABILITY:

- 7.1** Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).
- 7.2** Nothing in these General Conditions limits or excludes the liability of APC:
- 7.2.1** for death or personal injury resulting from negligence; or
- 7.2.2** for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by APC; or
- 7.2.3** for any other loss which by law cannot be excluded or limited.
- 7.3** Without prejudice to Article 7.1, the total liability of APC and its employees and directors, 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 and 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 APC in respect of the Services that give rise to APC's liability to the Client.

8. FORCE MAJEURE:

- 8.1** "Force Majeure" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the APC 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), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.
- 8.2** 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. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

9. ENTIRE AGREEMENT:

- 9.1** The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by APC. These General Conditions for Certification Services shall take precedence over any terms or conditions set out in the Client's purchase order or other communications with APC, unless expressly otherwise agreed in writing by APC.

- 9.2** 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.

- 9.3** Nothing in this Article 9 shall limit or exclude any liability for fraud.

10. GOVERNING LAW AND JURISDICTION:

- 10.1** The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be subject to the exclusive jurisdiction of the courts of Hong Kong. Any notice given under these Regulations shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by registered post

- 10.2** APC commits to and upholds impartiality. APC understands the importance of impartiality in carrying out its management system certification activities and will manage conflict of interest to ensure the objectivity of its management system certification activities.

- 10.3** APC commits to and upholds impartiality. APC understands the importance of impartiality in carrying out its management system certification activities and will manage conflict of interest to ensure the objectivity of its management system certification activities.

- 10.4** Staff, directors and board members of APC are required to sign an undertaking of conflict of interest and keep declaring and reporting any actual and potential conflict of interest. On the other hand, APC has stringent procedures on monitoring the conflict of interest and to manage any reported conflict of interest.

- 10.5** Any parties are welcomed to make enquires and report any violation of APC Policy on acceptance of advantage and conflict of interest through the way clearly stipulated in the "Appeal and Complaint" procedure on APC website

11. RIGHTS OF THIRD PARTIES:

- 11.1** To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

- 11.2** Insofar as the Agreement is subject to the exclusive jurisdiction of the courts of Hong Kong, a person who is not a party to the Agreement shall have no rights under the Contracts Act.

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The Stage 2 audit shall be conducted within 180 days from the last date of the Stage 1 audit. APC will provide an audit programme prior to the commencement of the audit.

The APC 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 APC audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.

The APC audit team will prepare and present to the Client's management a report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

SPECIFIC CONDITIONS OF CERTIFICATION SERVICES:

1. GENERAL:

1.1 These specific terms and conditions of service (the "Specific Conditions of Certification Services") are governed by the General Conditions for Certification Services of APC.

1.2 APC offers certification services ("**Services**") covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("**Client**").

1.3 To achieve and preserve certification, APC's Clients are required to develop and maintain their management systems in accordance with said specifications, allowing unconditional access to APC to audit or otherwise verify these management systems against said specifications.

1.4 The certification awarded by APC 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 APC. 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 products and shall defend, protect and indemnify APC from any and all defects, claims or liability arising from said products.

1.5 The issued certification does not exempt Clients from their legal obligations in respect of the services or products in the scope of their management systems.

2. REQUESTS FOR CERTIFICATION:

2.1 **Single-Site Offer:** offer issued by APC to a Client for the Services for one site and/or location.

Multi-Site Offer: offer issued by APC to a Client for the Services for two or more sites and/or locations.

2.2 The Client will be asked to supply detailed information about the size and scope of their operations subject to APC's Services.

2.3 Upon receipt of this information APC will issue a APC Order Form to the Client.

2.4 Where a Multi-Site offer is made, APC Multi-Site offer is based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to IAF MD1 latest edition. Where any subsequent audit information supplied by the Client is found not to be accurate, APC reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure the aforementioned rules are complied with.

3. THE INITIAL CERTIFICATION PROCESS:

The details of the Services to be provided must be agreed between the Client and APC.

3.1 PRE-AUDIT:

The pre-audit is an optional chargeable audit, which is designed to preview the Client's management system for areas of the specifications against which the Client asks for certification. APC will issue a Report to the Client detailing the findings of this audit in due time including any identified appropriate actions.

3.2 STAGE 1 AUDIT:

APC 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 systems). Stage 1 audit may not be applicable for the RMC Capability Certification Scheme.

3.3 STAGE 2 AUDIT:

3.4 CHANGES TO STAGES 1 & 2:

If as result of Stage 1 APC determines that the Stage 2 arrangements (*i.e.* changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.

If after Stage 1 APC determines that APC is not ready, Stage 1 can be repeated until it produces satisfactory result to proceed with Stage 2.

When Stages 1 & 2 are planned back to back APC has the right to postpone Stage 2 at the expenses of the Client if the results of Stage 1 are not satisfactory to proceed with Stage 2.

3.5 NONCONFORMITY:

APC auditors will only identify nonconformities that help Clients improve their management systems.

When Major Non Conformity or Major changes occur, APC undertakes a "special follow up visit", which is charged at APC's current rates.

All fees to review Client's proposed actions to close Minor Non Conformities are charged on a time basis.

3.6 ISSUANCE OF CERTIFICATION:

APC will issue to the Client Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the audit team have been completed.

The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit and the scope of the management system.

4. CERTIFICATION MAINTENANCE:

4.1 SURVEILLANCE:

APC 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.

Once APC has agreed the dates, the Client should make all necessary arrangement to maintain the agreed date. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the last day of the stage 2 audit. Non-performance of surveillance visits at interval greater than 365 days results in certificate losing its validity. It may be noted that surveillances will be conducted only when core processes, affecting the certification scope, are carried out, and that it would be the clients' responsibility to inform APC in case they are not able to run any of the core processes on the days of the audit.

In case of RMC Capability Certification, the surveillance audits would be done at 6-monthly intervals. At least one surveillance audit in a year would be conducted on 'surprise' basis (with a prior intimation of max 3 days). In case of RMC9000+, while the audits for the ISO 9001 component may be done at annual frequency, the RMC Capability audits will continue to be conducted at 6-monthly intervals.

4.2 RE-CERTIFICATION:

Every three (3) years APC will review the Client's certification status 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 audit team are completed), APC will re-issue the Client's certification and the Certificate of Approval(s).

Validity of the certificate cannot be extended beyond the expiry date indicated on the certificate. In order to preserve the continuity of the certification (i.e. to maintain the original approval date of certification), the recertification/reassessment audit must be completed within the validity period of the current certificate (i.e. before expiry of the current Certificate), including the time required and foreseen for completing the corrective actions on the non conformities if found any during the re-certification audit & the recertification decision. In lieu of the same, it is recommended to complete the recertification audit at least 90-120 days prior to the current certificate validity getting over. Once completed, recertification will be reconfirmed.

5. CERTIFICATION CHANGES:

The Client is requested to inform APC 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, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. APC will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client.

6. APC AND ACCREDITATION MARK:

The Client shall use the APC and Accreditation Body marks in accordance with the instructions for use that APC provides including the requirements provided in Article 6 - Intellectual Property of the General Conditions for Certification Services.

There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. APC mark and/or Accreditation Body 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.

7. ACCREDITATION BODY ACCESS:

The Client shall allow the APC's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the APC 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 APC.

In cases where any Accreditation Body wishes to conduct 'validation visits' to the clients' site, even in absence of APC personnel, the client shall allow access to the accreditation body representatives. These visits shall not lead to bearing of any additional costs by the client.

8. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL:

APC reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give a three (3) months written notice or shorter notice as the situation may require depending upon the information available to APC. If such actions are deemed necessary 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 APC should take.

APC reserves the right to publish the fact that such action has been taken.

9. APPEALS, DISPUTES AND COMPLAINTS:

Client should make a complaint within 6 months of the event(s) concerned or within 6 months of becoming aware that the client has something to complain about. Should the Client wish to appeal against or dispute any decision of APC, it should do so in accordance with the APC appeals procedure, available on APC website or upon request.

APC aim to work with the Client to resolve any complaints raised, however in the unlikely event that the Client is not satisfied with APC response the Client may register an appeal to the APC head-office. If the Client does not wish to complain directly to the APC head-office, the complaint shall be sent in writing to APC (email: info@apcslimited.com).