



Certification Agreement for Product Certification System (MSPO SCCS)

1. General

Platinum Shauffmantz Veritas (“PSV”) offers third party certification services (“Services”) in order for prospective and existing Clients to be able to demonstrate conformity of products, services, personnel and Systems to customers and end-users.

2. Certification Process

The product certification system services provided by PSV are carried out in accordance to the policies and procedures established by PSV based on the requirements set by the Accreditation Body and certification scheme owner i.e. Malaysian Palm Oil Certification Council (MPOCC).

3. Scope of Contract

- 3.1 This document, together with the application for quote, the quotation document, (when accepted and signed by the Client) and the terms of use of the PSV logos and certification marks (“Terms of Use”) shall form the terms and conditions of Contract between the parties (“the Contract”).
- 3.2 No terms and conditions of the Client shall apply to the Contract.
- 3.3 This document describes the rights, responsibilities and duties of PSV, and the business or organization, as identified in the Contract (the “Client”), whose System(s) (“System” – shall mean the organisational structure, responsibilities, activities, resources and events that together provide organized procedures and methods of implementation to ensure the capability of the Client to meet the standard(s) (the “Standard”)) has been or is to be Certified (“Certified” – shall mean a System is in operation and subject to a valid certificate of conformance (“Certificate”)) by PSV to the Standard.
- 3.4 The Certificate awarded by PSV covers only those products manufactured and/or supplied and ongoing production strictly within the scope of the Client’s System as Certified by PSV.
- 3.5 The Client remains solely liable for any defect in its products or system and shall defend, protect, and indemnify PSV from any claim, liability, and all defect, loss, cost, expense arising out of or in connection with the said products or System.

4. Policy for Certification Marks

- 4.1 The PSV intellectual property rights, titles, and interests in all service mark(s), trademark(s), certification mark(s), other names or logos, copyright works and inventions remain the property of PSV and cannot be sold or licensed by the Client. With reference to its product certification in communication media such as documents, brochures or advertising, the Client must comply with the requirements of PSV or as specified by the certification scheme.
- 4.2 PSV shall award a license to the Client to use its certification mark(s) and logo(s) for the duration of this Contract when used in accordance with the applicable Terms of Use (as amended from time to time), which are available on PSV’s website (www.psvinternational.com) or upon request.
- 4.3 PSV will audit the use of logos and/or marks. PSV reserves the right to substitute or withdraw the right to use any or all logos, marks, certificates, and audit documentation at any time in the event of noncompliance with the Terms of Use or should the Contract be terminated, for whatever reason. The mark and logo are strictly prohibited to be applied to laboratory tests, calibrations or inspection reports.
- 4.4 Intellectual property rights, titles, and interests in all service mark(s), trademark(s), other names or logos, and copyright works belonging to organizations, which formally approve PSV to offer the Services or organizations working on their behalf (the “Accreditation Body”) shall remain the property of the respective organizations.
- 4.5 Use of the service mark(s), trademark(s), other names or logos and copyright works described in Clause 4.1 are governed by Standards and rules, which are available from the Accreditation Body and MPOCC or PSV.
- 4.6 All claims and uses of the Accreditation Body and MPOCC’s service mark(s), trademark(s), other names or logos, and copyright works must be in compliance with the requirements of the relevant Standards and rules.
- 4.7 The Client acknowledges the title of the Accreditation Body and MPOCC’s intellectual property rights and that the Accreditation Body and MPOCC shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the Client to use or cause to be used any of the intellectual property rights.



Certification Agreement for Product Certification System (MSPO SCCS)

- 4.8 **PSV** reserves the right to use any information that is brought to its attention and to investigate any infringements of trademark, service mark and intellectual property rights of the Accreditation Body and MPOCC.
- 4.9 It is an offence under the Malaysian TRADE MARKS ACT 1976 (ACT 175) SECTION 51 (1) and under TRADE DESCRIPTIONS ACT 1972 SECTION 18 (2) to use Platinum Shauffmantz Veritas International's LOGO and related accreditation marks in any documents, advertisement, and promotion to the benefit of the Client. In failure to fulfil the above instruction, legal action will be taken, which will lead to a fine not exceeding RM250,000.00 to the Client.

5. Obligations of PSV

- 4.10 **PSV** will appoint competent and qualified auditors to conduct audits and assessments of the Client's System in accordance with the Accreditation and MPOCC's rules and procedures and **PSV**'s product certification system requirements.
- 5.1 **PSV** will ensure that audit and assessment services are delivered at a frequency determined by **PSV** in order for **PSV** to maintain confidence in the ongoing efficacy of the System.
- 5.2 **PSV** will issue audit and nonconformance reports, if appropriate, after each audit activity.
- 5.3 **PSV** will issue a Certificate upon successful completion of the initial certification assessment to the satisfaction of **PSV**.
- 5.4 When a certain standard is revised or certain requirements are established by a governing body, authority or accreditation body, **PSV** will disseminate the information of the changes to certified clients via the distribution of letters and circulars.

6. Obligations of the Client

- 6.1 The Client agrees to comply with any conditions set by **PSV** for the issue of a Certificate and recognizes that **PSV** has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate.
- 6.2 The Client consents to **PSV** using outsourced resources in the delivery of its obligations appertaining to this Contract.
- 4.11 The Client shall ensure that its System complies with the current versions of the rules, regulations and Standard(s) against which it is certified. Current versions of the rules, regulations and Standards can be obtained from the respective websites of the Accreditation Body and MPOCC, or from **PSV** or from the Standards issuing authority.
- 6.3 The Client agrees to undergo regular surveillance and audit as determined by **PSV** and must provide **PSV** with reasonable cooperation and assistance and allow **PSV** access to all premises, documentation, and information deemed necessary by **PSV** to verify the maintenance of the System.
- 6.4 The Client agrees that:
- 6.4.1 **PSV** has the right to undertake unannounced or short notice surveillance evaluations and/or with the participation of observers, if applicable.
- 6.4.2 **PSV**, the Accreditation Body and MPOCC have the right to implement higher surveillance frequencies based on a risk assessment of the Client's Certificate scope, System and location.
- 6.4.3 Additional surveillance visits, as deemed necessary by **PSV**, will be charged at **PSV**'s rates current at the time of supply of such services.
- 6.4.4 **PSV** has the right to undertake unannounced or short notice evaluations for the investigation of complaints.
- 6.4.5 Its product certification must not be used in such a manner as to bring **PSV** into disrepute, and that the Client does not make any statement regarding its product certification that **PSV** may consider misleading or unauthorized.



Certification Agreement for Product Certification System (MSPO SCCS)

- 6.5 The Client recognizes that:
- 6.5.1 Initial Certification will only be granted once all noncompliance are corrected.
 - 6.5.2 Ongoing certification is reliant on continued compliance with the Standards rules and regulations of the Accreditation Body and MPOCC, which may change from time to time, including the requirement to address any non-conformances to the satisfaction of **PSV** in the specified time periods.
- 6.6 The Client shall inform **PSV** promptly of any significant changes to its product(s), services, resources, management, System or any other circumstances, which may materially impact on the continued validity of its certification, for example but without limitation: change of site, additional sites, change of process, change of ownership, change of scope. In such circumstances, the Client shall agree to the payment of any applicable additional fees and expenses deemed necessary for **PSV** to assess the impact and maintain confidence in the System.
- 6.7 The Client shall allow the Accreditation Body and MPOCC or its representative, access to any part of the audit or surveillance process for the purposes of witnessing **PSV**'s audit team performing the audit of the System to determine conformity with the requirements of the Standard. This will include the right of access to confidential information. The Client will not have the right within this Contract to refuse such a request either by the Accreditation Body and MPOCC, its representative or **PSV**.
- 6.8 The Client agrees that information relating to its certification and scope of certification can be made publicly available by **PSV**, the Accreditation Body and MPOCC. If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- 6.9 The Client shall declare to **PSV** any activity which may create a conflict of interest in relation to its Certified System.
- 6.10 Where necessary, the Client shall also enter into and maintain a valid License Agreement with the Accreditation Body and MPOCC for its certification scheme.
- 6.11 If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

7. Suspension or Withdrawal of Certification

- 7.1 **PSV** shall be entitled to suspend or withdraw the Client's certification on a 7 days' written notice (or with immediate effect in the case of urgent need) and reserves the right to make public the fact that such action has been taken when, in the reasonable opinion of **PSV**:
- i) the client's product certification system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management systems,
 - ii) the client does not allow Surveillance or Recertification audits to be conducted at the required frequencies,
 - iii) the client has voluntarily requested suspension of its certification,
 - iv) the client fails to take corrective actions for nonconformity(ies) raised within the specified timeframe,
 - v) the client has incorrectly made references to its certification status or misleading use of certificate, marks or audit reports,
 - vi) the client infringed the requirements of the certification contract
- 7.2 Where it considers it appropriate, **PSV** may, at its sole discretion, inform the Client of its intention to suspend or withdraw certification and to allow the Client a reasonable opportunity to take corrective action, within such timescales as **PSV** may reasonably specify, before the suspension or withdrawal takes effect.
- 7.3 In the event of **PSV**'s withdrawal from accreditation or inability to continue to supply certification accredited by the respective Accreditation Body and MPOCC, **PSV** will notify the Client within thirty (30) days of such withdrawal and the Certificates relating to the respective scope of the Accreditation Body and MPOCC will be suspended ipso facto within six (6) months after the date of withdrawal.
- 7.4 On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks associated with **PSV** and the Accreditation Body and MPOCC or to sell any products that have previously been labelled or marked (or authorized labelling and marking) using the trademarks, and cease to make any claims that imply that they comply with the requirements for certification.
- 7.5 The Client shall advise all relevant existing customers of the suspension or withdrawal in writing within three (3) working days (or other period as determined by **PSV**) of the withdrawal or suspension taking effect, and maintain records of that advice.



Certification Agreement for Product Certification System (MSPO SCCS)

- 7.6 The Client shall, as requested by **PSV**, either destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s), trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect or return all such certification to **PSV**. The Client shall also cooperate with **PSV** and the Accreditation Body and MPOCC to confirm that these obligations have been met and shall, if requested, confirm in writing the destruction or return of all such references or certificates by one of its directors.

8. Appeals and Complaints

Clients wishing to complain or appeal about the decisions of **PSV** shall do so in accordance with the **PSV** Complaints and Appeals Processes which may change from time to time and are posted on **PSV**'s website (www.psvinternational.com) or are available on request. The client shall keep a record of all complaints made known to the Client relating to the compliance with certification requirements and to make these records available to **PSV** when requested; and **PSV** must ensure that:

- 8.1 The Client shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; and
- 8.2 The Client documents the actions taken.

Complaints against PSV clients or against PSV are subject to a formal process conducted by personnel who are independent of the activity. The formal processes shall not be limited to:

- Gathering and verifying all necessary information
- Validating the complaint from the clients or third party (must investigate)
- Communicating the decision made and also other related processes conducted with complainants

Determining together with clients and complainants whether to what extent, the subject of the complaint and its resolution shall be made public.

9. Materiality (Basis of opinion)

PSV conducts its audit activity through a sampling process to determine if the System meets the Standard(s). Any statement of conformity issued by **PSV** in the form of reports, Certificates or other communications is based on these sampling processes. **PSV** does not warrant, represent or undertake that these statements mean that all activities are in conformance with the relevant Standard(s) at the time of the audit or that subsequent to the audit activity those activities audited will continue to be in conformity with the relevant Standard. The Client undertakes to make all customers and end users aware of the foregoing provisions of this Clause. **PSV** accepts no liability to the Client in the event that any loss or claim is suffered by the Client as a result of any finding that the System does not comply with the Standards.

10. Client Warranty

- 10.1 The Client hereby warrants and covenants with **PSV** that it will at all times during the subsistence of the Contract comply with all reasonable requirements necessary for the issuance of the Certificate including all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority pursuant to which in compliance with which or for the purpose of which the Certificate is issued or such other reasonable requirements of **PSV** as are necessary to enable the Certificate to be issued and maintained in force in accordance with the standards reasonably expected of accredited or competent certification.
- 10.2 The Client hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to **PSV** for the purposes of the Contract, both at the time of supply and subsequently. The Client further warrants that in the event that it discovers that certain information provided is not accurate or complete, it will notify **PSV** of this as soon as it becomes aware of it.

11. Services Fees

- 11.1 Services Fees are quoted (and amended from time to time) for services agreed to be supplied pursuant to the Contract ("Services Fees") on the assumption that the information supplied by the Client is accurate and complete.
- 11.2 Services Fees include the cost of audit services and the use of the **PSV** logo and, where agreed, the Accreditation Body and MPOCC's logo.
- 11.3 Expenses and disbursements may be charged separately in accordance with the quoted terms.
- 11.4 Any service required or supplied additional to the agreed services will be charged at **PSV**'s rates current at the time of supply of such services.



Certification Agreement for Product Certification System (MSPO SCCS)

- 11.5 Services Fees may be reviewed and amended from time to time, normally but not exclusively on an annual basis.
- 11.6 Payment is due as per the stated terms on the invoice. Payment shall be made in full, without set off or deduction.
- 11.7 All fees and expenses quoted are exclusive of all taxes including but not limited to value added or sales tax, which will be charged at the current rate of the Country in which the services are supplied.

12. Postponement (recovery of administrative costs)

If the Client postpones all or part of the services with less than 30 working days notice, **PSV** reserves the right to either: charge an additional fee amounting to the greater of 25% of the Services Fee in question or one-man day at the then current rate or where the costs and resources cannot be defrayed, charge all or part of the Services Fee as appropriate.

13. Cancellation (recovery of administrative costs)

Should the Client wish to cancel or withdraw from the Contract and without prejudice to **PSV**'s other rights and remedies hereby reserved, **PSV** shall charge and be entitled to recover either an additional fee amounting to 50% of the Services Fee in question or where the costs and resources cannot be defrayed, charge all or part of the Services Fee as appropriate plus the cost at the then current man day rate of any work performed up to the receipt by **PSV** of the notice of the cancellation or withdrawal.

14. Termination

- 14.1 Either party may terminate the Contract:

By notice

Either party may give three months written notice to the other and the Contract shall terminate upon expiry of said three-month period; or

By default

Immediately upon either party being notified in writing by the other of any material breach of this Contract and the material breach not being remedied within 14 days from the date of receipt of said notification.

If either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof.

If either party ceases to trade, whether in whole or in part.

- 14.2 In the event of the Contract being terminated (except in the case of material breach by **PSV**) the **PSV** Certificate issued pursuant hereto shall immediately become invalid and the Client shall cease to be entitled to use the same or any logo or mark of **PSV** and the Accreditation Body and MPOCC, and shall destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect. The Client shall confirm in writing that these obligations have been met and shall provide full cooperation to enable **PSV** and the Accreditation Body and MPOCC to carry out any verification activities necessary.

15. Liability

- 15.1 Subject to Clause 15.2 below, the aggregate liability of **PSV**, or its respective offices, representatives and employees, to the Client for all direct loss in contract, tort or otherwise arising out of or in connection with this Contract shall be limited to 100% of the payments due by the Client to **PSV** within the calendar year of the date that such liability arises.
- 15.2 Except in respect of death or personal injury caused by negligence of **PSV** or fraudulent misrepresentation in respect of which liability shall be unlimited, **PSV** shall not be liable to the Client for any loss of profit (whether direct or indirect), contracts or goodwill, loss or corruption of data or for any indirect, special or consequential loss or damage or any other claims for compensation whatsoever which arise out of or in connection with performance or nonperformance of the Contract by **PSV**.

16. Indemnity

- 16.1 The Client shall fully and effectively indemnify **PSV** and keep **PSV** indemnified against all loss of or damage to any property or costs, expenses, claims, actions, demands and liabilities arising from or caused by:



Certification Agreement for Product Certification System (MSPO SCCS)

16.1.1 The use or misuse by the Client of any Certificate, license, logo, service mark or trademark provided by **PSV** in accordance with the Contract;

16.1.2 Any breach of the Contract by the Client;

16.1.3 Illness, injury or death to any personnel of **PSV**, the Client, its subcontractors, suppliers or customers, together with any of their employees, agents or directors ("Client Group"), other than where due to the negligence of **PSV**; and

16.1.4 Damage to or loss of property or equipment owned, leased or used by **PSV** or the Client Group (except to the extent that **PSV** has liability under the immediately preceding Clause (Liability))

16.2 The Client hereby acknowledges that a breach, default, noncompliance or nonobservance by it of its duties and obligations owed under the Contract or otherwise may result in **PSV** being in breach, default, noncompliance or nonobservance of its duties, liabilities and obligations owed to third parties such that **PSV** will be liable in damages or otherwise will sustain loss, costs or expense. Any such damages, loss, cost and expense are hereby agreed to be within the contemplation of the parties as being the probable results of any such breach, default, noncompliance or nonobservance by the Client of its duties and obligations owed.

17. Force Majeure

PSV shall not be liable in any respect should it be delayed or prevented from discharging its obligations under the Contract as a result of any matter beyond its reasonable control ("Force Majeure") and the time for performance shall be extended by the period of Force Majeure.

18. Confidentiality

Except as may be required by law or required by the Accreditation Body and MPOCC, **PSV**, and the Client will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of the Contract, provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is required to be disclosed by law. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

19. Warranty

19.1 **PSV** warrants that it will provide the services with reasonable care and skill.

19.2 Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, are hereby excluded to the fullest extent permitted by law.

20. Notices

20.1 Any application, notice or any other communication, if it is made according to this Clause, shall be considered to be valid:

- a. If it is sent by prepaid first-class mail, the second working day as from the date of delivery
- b. If it is delivered in person, in the moment of delivery in the address specified in this Clause
- c. If it is sent by fax, in the date of transmission, provided that a copy confirming the notification is sent on the same working date by prepaid first-class mail in the manner established in this Clause; or
- d. If it is sent by email, when received by the recipient in a legible way.

20.2 However, if the delivery is carried out in person or by fax or email on a day that is not a working day, or after 4:00 p.m. on a working day, the notification shall be considered to be made on the following working day.

20.3 Any application, notice or any other communication, in the case that it is sent by mail, or delivered in person, or sent by fax, or sent by email shall be addressed to the recipient using the contact details, which may change from time to time, specified on the **PSV** website (www.psvinternational.com), or on request, or in any other address that the recipient could have notified in writing to the sender as the address for notifications.



Certification Agreement for Product Certification System (MSPO SCCS)

Ending and Signatures

The sample contract concludes with a statement of the parties' intention to create a legally binding agreement and signature blocks for the parties to the agreement.

IN WITNESS, THEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first above written.

Contract Reviewed By,

.....
PLATINUM SHAUFFMANTZ VERITAS SDN BHD

Name :
Designation :
Date :

.....
COMPANY NAME :

Name :
Designation :
Date :



1. The graphic of the certification mark

The certification mark will be adapted to name of the standard for which the organization are certified. This is the only part of the certification mark is modifiable with the organization registration no. MASMSPOSCCS 101XXX and standard being certified.



Certification number: MSPOSCCS XXXXXX

Note:

PSV marks have been registered with Intellectual Property Corporation of Malaysia under Trade Marks Act 1976 and the Trade Marks Regulation 1997. **Trade mark no: 2015005339.**

2. How and where can the organization use PSV certification mark

Table 1 below summarizes the limits for use of certification marks



Certification number: MSPOSCCS XXXXXX

POINTS / AREA USED	USE OF CERTIFICATION MARKS
On product or primary packaging (display or retail)	Not Allowed
On larger boxes, etc. used for transportation of products (secondary packaging or transit packaging)	Not Allowed
On company vehicles or permanent structures such as client's premises for advertisement	Not Allowed
On brochures, website, company letter head, business card, and for advertising purposed.	Allowed