Sancert Terms and Conditions

1. Introduction

The following Terms and Conditions set out the agreement between Sancert (Pty) Ltd ("Sancert") and the Organisation (together referred to as "the Parties") named in the Quotation governing the certification services Sancert provides. Together with the Addendum and the Quotation, these Terms and Conditions form the Agreement, as defined below.

2. Definitions

"**Agreement**" means these Terms and Conditions, together with the Addendum and the Quotation, read together, and collectively referred to as the "Agreement".

"**Applicable Data Protection Law**" means the Protection of Personal Information Act 4 of 2013 (POPIA), the General Data Protection Regulation (EU) 2016/679 (GDPR), and any other data protection legislation applicable to the processing of personal information under this Agreement.

"**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa and the UK.

"**Certificate of Compliance**" means the numbered certificate issued by Sancert to the Organisation upon certification, also referred to as "the Certificate".

"**Chief Executive Officer**" means the Chief Executive Officer of Sancert.

"**Confidential Information**" means all non-public information disclosed by the Organisation to Sancert in connection with this Agreement, including audit findings, records, and management system documentation.

"**Intellectual Property**" means all trademarks, copyright, certification marks, logos, and proprietary documentation belonging to Sancert and the Organisation.

"**MS Documentation**" means the management system documentation which may include manuals, work instructions, procedures, and other documentation utilised by the Organisation in connection with its management system and control.

"**Organisation**" means the client that engages Sancert directly, being the company named on the Quotation, applying for or holding certification under this Agreement.

"**Quotation**" means the written offer issued by Sancert to the Organisation setting out the applicable fees, payment terms Specified Standard, scope of the Organisation's business

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activities, sites, and other commercial terms, acceptance of which constitutes the effective dates of this Agreement.

"**Register**" means the list of registered Organisations.

"**Scope of Certification**" means the product, service, or scope of activity for which the Organisation is seeking or holds certification under this Agreement.

"**The Specified Standard**" means the ISO management system standard(s) against which the Organisation is seeking or holds certification, as set out in the Quotation.

3. Scope of the Agreement

3.1. This documented Agreement governs Sancert's certification of the Organisation against the Specified Standard, based on the initial assessment and ongoing audits of the Organisation's capability to meet the Specified Standard's requirements.

3.2. The Scope of the Organisation's business activities and the Specified Standard applicable to the Organisation are as set out in the Quotation.

3.3. Sancert's certification process is set out in the Addendum: Certification Process.

4. Term

4.1. This Agreement will commence on the date of written acceptance of the Quotation by the Organisation ("the effective date") and will continue until expiration of certificate 3 out of 3 (i.e. at the end of year 3) following the certification audit ("the initial period").

4.2. Prior to expiry of the initial period, Sancert will contact the Organisation to offer a further 3-year period ("the renewal period"). Should the Organisation accept, a new Quotation will be issued and signed, and a recertification process will be conducted in accordance with Sancert's recertification requirements, which may differ from the initial certification process. These Terms and Conditions will continue to apply for the duration of any renewal period.

5. Termination

5.1. If, during the initial period or any renewal period, non-conformities raised during an audit are not actioned or adequately rectified within 90 days, Sancert may terminate this Agreement.

5.2. If either Party breaches an obligation under this Agreement and fails to remedy that breach within 14 business days of written notice from the other Party, the aggrieved

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Party may, without prejudice to any other rights available to it under this Agreement or at law, cancel this Agreement.

5.3. On termination for any reason, the Organisation must immediately cease all use of Sancert's certification marks and remove all certification references in accordance with clause 9. All fees due upon the date of termination remain payable.

6. Fees

6.1. The fees and payment terms applicable to the Organisation, including for initial certification, recertification, and takeover audits, are as specified in the Quotation and are valid for the duration of this Agreement. The quotation sets out the amount payable and when fees are due.

6.2. Interest will be charged at a rate of 1% per calendar month on late payments. No certificate will be issued until full payment of the applicable fees has been received.

6.3. Should an audit reveal a non-conformance requiring re-assessment, the Organisation is responsible for any additional costs Sancert incurs, where applicable, in verifying that the non-conformance has been closed out. Sancert will notify the Organisation of any such costs before they are incurred.

6.4. Travel and accommodation costs are charged at cost and may be adjusted annually to reflect prevailing rates. Any additional costs beyond those set out in the Quotation will be discussed with, and agreed by, the Organisation before being charged.

6.5. Audit dates will only be confirmed once the Organisation has returned the signed Quotation to Sancert.

6.6. Audit duration and scheduling, as set out in the Quotation or audit schedule, may be adjusted based on on-site evaluation, staff availability, or scope changes. Any adjustment will be discussed and agreed with the Organisation.

6.7. Once audit dates have been confirmed, the following notice periods apply to any cancellation or change. Sancert may waive or reduce these charges at its discretion where the cancellation arises from circumstances outside the Organisation's control.

- 1 month or more: no charge
- 2 weeks or more: 50% of the applicable fee
- Less than 2 weeks: 100% of the applicable fee

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6.8. All invoiced fees are inclusive of costs unless stated otherwise in the Quotation.

7. Obligations of the Organisation

7.1. The Organisation undertakes to maintain its certified management system for the duration of this Agreement, and to take all steps necessary to continue meeting the requirements of the Specified Standard.

7.2. The Organisation's signatory is responsible for ensuring that all relevant staff, at every site, are familiar with and comply with this Agreement.

7.3. The Organisation must notify Sancert in writing of the person responsible for its management system ("the Management Representative"), and of any change to that person.

7.4. The Organisation shall provide Sancert's duly authorised staff and subcontractors with reasonable access, during normal working hours, to all relevant departments, information, records, and documentation, as necessary for Sancert to conduct audits of the Organisation's management system.

7.5. Where an audit is conducted remotely, the Organisation must make the required documents and records available at least 3 business days before the audit. Sancert may charge for additional hours where documents are not accessible by the audit date.

7.6. The Organisation must notify Sancert without undue delay of any serious incident, or breach of regulation, requiring the involvement of a relevant regulatory authority.

7.7. The Organisation undertakes to update its management system to meet the requirements of any revised Specified Standard within the applicable transition period.

7.8. The Organisation must notify Sancert in writing, without undue delay, of any change that may affect its management system's ability to continue meeting certification requirements, including but not limited to changes in legal, commercial, or ownership status; organisational or management structural contact details or sites; or the person responsible for this Agreement. Notifying Sancert of such changes does not, by itself, affect the validity of this Agreement.

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8. Obligations of Sancert

8.1. Sancert undertakes to provide its certification services with due care, skill, and diligence, using suitably trained and qualified personnel.

8.2. Sancert will conduct audits and issue certification decisions in accordance with ISO/IEC 17021-1 and the requirements of its applicable accreditation body.

8.3. Sancert will take reasonable steps to maintain its accreditation for the duration of this Agreement.

8.4. Sancert will carry out the certification services in accordance with applicable laws and regulations relevant to the performance of its services.

8.5. Where the Specified Standard is revised, Sancert will notify the Organisation of the changes and the applicable transition deadline.

8.6. Where an audit identifies non-compliance with statutory or regulatory requirements outside the scope of the Specific Standard, Sancert is obliged to notify the relevant regulatory authority.

9. Certificate of Compliance

9.1. The Certificate is issued in accordance with and subject to conditions of this Agreement and may be displayed by the Organisation at the address stated on the certificate.

9.2. Upon expiry, termination, suspension, or withdrawal of certification, the Organisation must immediately remove the certificate and all references to certification from its website, marketing materials, tenders, and social media platforms.

9.3. Sancert will conduct surveillance audits annually. Certificates are issued annually following each surveillance audit, once the audit report is finalised and any non-conformances have been closed out to Sancert's satisfaction.

10. Appeal

10.1. If the Organisation is aggrieved by a decision of Sancert, it may lodge an appeal in writing, addressed to the CEO of Sancert. Full details of Sancert's appeal process are available on Sancert's website or on request.

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10.2. The appeal will be reviewed and investigated, and a written outcome will be notified to the Organisation within 30 business days. To ensure impartiality, personnel involved in the original decision will not take part in the investigation.

11. Suspension and Withdrawal or Reduction of Scope of Certification

11.1. Suspensions

11.1.1 Sancert may suspend a certification due to non-compliance by the Organisation, or at the Organisation's request.

11.1.2 Sancert will inform the Organisation in writing of the suspension, its period, and the reasons for it. The Organisation may contest the suspension in writing within 30 business days.

11.2. Withdrawal or Reduction of Scope of Certification

11.2.1 If the Organisation has not corrected the non-compliance by the end of the suspension period (a maximum of 6 months in all cases), Sancert may terminate this Agreement and withdraw certification, or may reduce the Scope of Certification.

11.2.2 A reduction to the Scope of Certification will only take place where there is evidence that the Organisation has consistently failed to meet the requirements of the certified management system.

11.2.3 Sancert will accurately confirm the status of the Organisation's certification (whether suspended, withdrawn, or reduced) to any interested party that requests it, and will update the IAF CertSearch database accordingly.

12. Short-Notice Audits

12.1. Sancert may conduct a short-notice audit to investigate a complaint, verify changes of the Scope of Certification, follow up on a suspended Organisation, or respond to a serious incident or regulatory non-compliance.

12.2. Where a short-notice audit is required, Sancert will notify the Organisation in writing of its intention to conduct it. Because the Organisation will not have its usual opportunity to review and object to the assigned audit team in advance, Sancert will carry out its own impartiality check before assigning auditors.

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13. Confidentiality

13.1. Sancert, its employees, and any subcontracted auditors will keep the Organisation's confidential information confidential and will not disclose it to any third party without the Organisation's prior written consent, except as set out below.

13.2. All Sancert employees and subcontractors have signed a confidentiality/NDA agreement with Sancert.

13.3. Sancert may disclose confidential information without the Organisation's prior written consent where:

a) required by law or government summons, in which case Sancert will notify the Organisation of the requirement;
b) Sancert's accreditation body requires access to the Organisation's records as part of assessing Sancert's own accreditation, provided the accreditation body is bound by confidentiality before any information is released; or
c) the information forms part of the public record: the Organisation's name, location, certified standard, Scope of Certification, and certificate issue/expiry dates are made available to interested parties upon request, including via the IAF CertSearch database, and this remains the case if certification is suspended or withdrawn.

14. Data Protection

14.1. Sancert will comply with Applicable Data Protection Law in respect of any personal information processed in connection with this Agreement.

14.2. Sancert will implement appropriate technical and organisational measures to protect personal information against loss, unauthorised access, or disclosure.

15. Intellectual Property

15.1. All reports, certificates, and other documentation produced by Sancert, together with Sancert's name, logos, and certification marks, remain the property of Sancert. The Organisation may use and reproduce these for its own internal and business purposes, subject to clause 9.

15.2. The Organisation's management system documentation, and any other materials it provides to Sancert, remain the property of the Organisation.

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15.3. Neither Party shall use the other party's intellectual property for any purpose without obtaining the other party's prior written consent. This does not affect the Organisation's rights to use its Certificate, Sancert's certification marks, and related documentation as expressly permitted under clause 9, nor Sancert's ownership and use of reports and documentation as set out in this Agreement.

16. Limitation of Liability

16.1. Sancert's certification reflects the Organisation's compliance status at the time of assessment only and does not guarantee ongoing compliance. Save where Sancert has failed to comply with this Agreement, or has been negligent or in wilful default, Sancert accepts no liability for any loss or damage arising from the Organisation's failure to maintain or continue applying the certified standard following certification. Responsibility for ongoing compliance rests with the Organisation.

16.2. Certification relates to the Organisation's management system only, not its products. Sancert is not liable for any product failure or resulting loss, even where the management system forms part of the Organisation's broader operations.

16.3. Audits and document reviews are conducted on a sample basis, within an allotted time. They are not a full legal compliance audit, and Sancert does not review or verify every risk or legal requirement. Responsibility for identifying and meeting all applicable legal and regulatory requirements remains with the Organisation. The absence of a finding does not confirm the absence of a non-conformance.

17. Indemnity

17.1. The Organisation indemnifies Sancert against any claim, loss, or cost arising from the Organisation's breach of this Agreement or failure to meet the requirements of the Specified Standard.

18. Domicilium

18.1. Notices under this Agreement must be sent in writing to the contact information or addresses specified in the Quotation.

19. Jurisdiction

19.1. This Agreement is governed by the laws of the Republic of South Africa, and the Parties consent to the jurisdiction of the South African courts in respect of any dispute arising from this Agreement.

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20. General

20.1. Except with the written consent of Sancert, which consent shall not be withheld unreasonably, the Organisation will not be entitled to transfer or assign any of its rights or obligations in terms of this Agreement to any other person or body.

20.2. Sancert may amend these Terms and Conditions at any time. Amended terms will be notified to the Organisation in writing and published on Sancert's website and will take effect within 30 calendar days from the date of that notice. When an amendment materially and adversely affects the Organisation, the Organisation may object in writing within 30 calendar days of the notice. If the Parties cannot resolve the objection, the Organisation may terminate this Agreement without penalty, by written notice, before the amendment takes effect. Continued use of Sancert's certification services after the amendment takes effect constitutes acceptance of it. Any change to the commercial terms specific to the Organisation must be recorded in a new or amended Quotation, signed by both Parties.

20.3. Any notice given under this Agreement must be in writing and signed by an authorised representative of each Party.

20.4. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be severed and the remainder of the Agreement will continue in full force and effect.

20.5. This Agreement constitutes the entire Agreement between the Parties in respect of its subject matter and supersedes all prior discussion, correspondence, and agreements between the Parties in that regard.

Addendum: Certification Process

1. **Certification Audit:**

   A Stage 1 review confirms the Organisation is ready for certification, following its own internal audit and management review. A Stage 2 audit then assesses the management system in full against the Specified Standard. Any findings must be closed out before certification is granted.

2. **Surveillance Audit:**

   Conducted at least annually to confirm ongoing compliance.

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3. **Recertification:**

   Conducted every three years, based on a new Quotation, ahead of each renewal of the certification cycle.

4. **Certificate Issuance:**

   Certificates are issued once the audit report is finalised and any findings are closed. Each certificate is numbered sequentially within its three-year lifecycle (e.g., 1 of 3, 2 of 3, and 3 of 3).

5. **Information Required for Audits:**

   To support each audit, the Organisation should have available:

   - Records of its internal audit and management review.
   - Its non-conformance and risk registers.
   - Documented objectives and how these are monitored.
   - Evidence that staff are aware of the management system.
   - Details of any outsourced processes relevant to its certified scope.

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