

AGREEMENT

For

ISO ???? CERTIFICATION

BETWEEN

**WYNLEIGH INTERNATIONAL CERTIFICATION SERVICES
PROPRIETARY LIMITED**

AND

????

(Organisation)

AGREEMENT RELATING TO THE WYNLEIGH INTERNATIONAL CERTIFICATION
SERVICES MANAGEMENT SYSTEM CERTIFICATION SCHEME:

ENTERED INTO BY AND BETWEEN

WYNLEIGH INTERNATIONAL CERTIFICATION SERVICES (PTY) LTD

Registration No: 2017/201693/07

AND

?????

Registration No: ?????

(Hereinafter referred to as the "Organisation")

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise indicates:
- 1.1.1 "Agreement: means this contractual document with any addendums hereto where applicable, which will form an integral part of this document and will be read in conjunction herewith;
- 1.1.2 "Agreement Effective Date" means the date upon which the last Party signs this Agreement;
- 1.1.3 "Appointed Agent" means a person or body utilised by Wynleigh International Certification Services for the purpose of satisfying its obligations in this Agreement which may include auditors, contracted auditors, accreditation assessors and/or observers;
- 1.1.4 "Appointed Board" means the committee or board established from time to time by Wynleigh International Certification Services for the purposes of considering, verifying and, if appropriate, approving and certifying applications for Certification, which board or committee shall convene periodically for meetings;
- 1.1.5 "Audit" means the systematic, independent, documented process for obtaining records, statements of fact or other relevant information and assessing them objectively to determine the extent to which the relevant Certification Scheme requirements are fulfilled and, inter alia, includes the Stage 1 Audit and the Stage 2 Audit;
- 1.1.6 "Certification" means attestation by Wynleigh International Certification Services by the issue of a certificate ("Certificate of Registration"), based on a decision following review/audit that compliance to the relevant Certification Scheme requirements has been demonstrated;
- 1.1.7 "Certification Cycle" means the period of 3 (three) years following the date of Certification, i.e. before the "Valid until Date" stated on the Certificate of Registration;
- 1.1.8 "Continual Improvement" means the process of enhancing the Organisation's overall performance, in line with the Organisation's purpose, vision, mission and strategies inter alia by optimising the Management System as referred to in 1.1.12 below;
- 1.1.9 "Default Interest" means the interest rate at which all overdue amounts payable by the Organisation to Wynleigh International Certification Services, in terms of paragraph 7.5 will attract interest, being the prime lending rate charged by the

- First National Bank of South Africa to its most favourable clients plus 2 (two) percentage points;
- 1.1.10 "Guidelines" means the guidelines for the usage of the Scheme Logo by the Organisation as supplied from time to time by Wynleigh International Certification Services;
- 1.1.11 "Marks" means the Wynleigh International Certification Services Marks and the Scheme Logo and any marks or logos confusingly similar thereto;
- 1.1.12 "MS" means the management system used to plan, lead, organise and control the activities of the Organisation with regard to the requirements of the relevant Certification Scheme;
- 1.1.13 "MS documentation" means documents such as manuals, procedures, work instructions, forms, registers, checklists etc. that are utilised and formally controlled by the Organisation in connection with its MS;
- 1.1.14 "Parties" means Wynleigh International Certification Services (PTY) Ltd. and/or the Organisation;
- 1.1.15 "Organisation Services/Products" means the services and/or products of the Organisation which are provided or produced under the control of the MS;
- 1.1.16 "Register of Certified Organisation" means the official database of Wynleigh International Certification Services which lists all persons who/which have successfully obtained Certification;
- 1.1.17 "Registration Effective Date" means the date that certification was approved by the Wynleigh International Certification Services Approval Board;
- 1.1.18 "Wynleigh International Certification Services Marks" means all the trademarks owned and or used under licence by Wynleigh International Certification Services;
- 1.1.19 "Scheme" means the certification scheme to which this Agreement refers, hereinafter referred to as the "Relevant Scheme" or the "Certification Scheme";
- 1.1.20 "Scheme Logo" means the trade mark logo used by Wynleigh International Certification Services to identify the Scheme;
- 1.1.21 "Services" shall refer to the Certification services provided to the Organisation by Wynleigh International Certification Services;
- 1.1.22 "Stage 1 Audit" means a preliminary audit of the Organisation's MS to determine its state of readiness for the Stage 2 Audit;
- 1.1.23 "Stage 2 Audit" means a comprehensive and thorough audit of the Organisation's MS in order to assess and determine the Organisation's compliance with the Scheme.

If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

- 1.2 Where any term is defined with the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause.
- 1.3 Where any matter requires the approval, agreement, acceptance or consent of a party, such approval, agreement, acceptance or consent shall be deemed not to have been given unless given in writing by such a party.
- 1.4 Unless otherwise specified in any relevant clause of this Agreement, Wynleigh International Certification Services may give or withhold its approval, agreement, acceptance or consent in its reasonable sole discretion.
- 1.5 Any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time. Where any number of days is

prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday.

1.6 Any reference to a "month" is to a period commencing on any day in a calendar month and ending on the day preceding the day which numerically corresponds to such date in the immediately succeeding calendar month and any reference to a "calendar month" is to a Gregorian calendar month.

1.7 The expiration or termination of this Agreement shall not affect such of the provision of this Agreement as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

1.8 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.

2. SCOPE OF AGREEMENT

The scope of this Agreement covers the duties, obligations and responsibilities of the respective Parties while the Organisation is in the process of applying for Certification, during and subsequent to Certification.

7. TRANSFER OF RIGHTS

7.7 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 without prior approval of Wynleigh International Certification Services, which approval shall not be unreasonably withheld or delayed.

7.8 This Agreement will terminate immediately upon transfer or disposal of the Organisation's control or ownership, of the premises, processes or the MS, unless otherwise agreed in writing by both Parties.

8. DURATION

Subject to Clauses 6 and 13, of this Agreement shall endure from the Agreement Effective Date and thereafter for an indefinite period until terminated in accordance with this Agreement.

9. AMENDMENTS TO AGREEMENT

5.1 Wynleigh International Certification Services reserves the right to effect such amendments, modification(s), updates or revision(s) of the conditions set out in this Agreement at any time that any of the requirements or terms and conditions of the Scheme and/or the MS standard and/or the Certification or accreditation standard are amended, revised or updated. Wynleigh International Certification Services undertakes to give the Organisation 14 (fourteen) days prior written notification thereof.

5.2 The Organisation undertakes effectively to apply such amendments, modifications, update and/or revisions not later than the date stipulated by Wynleigh International Certification Services.

10. TERMINATION

- 6.1 In addition to any provisions contained elsewhere in this Agreement, this Agreement may be terminated under the following circumstances:
- 6.1.1 Each party may terminate the Agreement on giving 30 (thirty) days written notice to the other party;
- 6.1.2 In the event of a breach of any of the terms and conditions of this Agreement by one party, the party shall give the other (in breach) party, written notification to rectify the breach within 14 (fourteen) days from the date of transmission of such notification. Should the party (in breach) fail to comply, the other party may immediately terminate this Agreement without further notice to the party (in breach) and take any other action relating to this Agreement and/or other legislation applicable in law.
- 6.2 Upon termination of this Agreement for any reason whatsoever, the Organisation shall:
- 6.2.1 Immediately cease use of the Marks;
- 6.2.2 As soon as reasonably practical but no later than 30 (thirty) days following termination, remove from any establishment or place all representations of the Marks including without limitation all signs or display material bearing the Marks;
- 6.2.3 Deliver (at its expense) to Wynleigh International Certification Services (or to any person, firm or company nominated by Wynleigh International Certification Services such materials in possession or under its control which reproduce or display the Marks or, at the election of Wynleigh International Certification Services destroy such materials and provide Wynleigh International Certification Services with satisfactory evidence of their destruction;
- 6.2.4 The Organisation shall be entirely responsible to Wynleigh International Certification Services for any direct damage caused by the unauthorised use of such material which are not delivered up or destroyed or altered pursuant to Clause 6.2.3.
- 6.3 Termination of this Agreement shall be without prejudice to the rights of either Party which may have accrued up to the date of such termination.

7. PAYMENT TERMS AND CONDITIONS

- 7.1 The Certification fees payable shall be set out in a quotation presented by Wynleigh International Certification Services to the Organisation and Wynleigh International Certification Services shall not be obliged to commence any services under this Agreement or otherwise until such time as the quotation is accepted in writing by the Organisation. This quotation and the fees payable there under shall be binding on the Organisation. The Certification fees payable shall, inter alia, include the following:
- 7.1.1 A fee to cover the Stage 1 Audit and fees related thereto;
- 7.1.2 A fee to cover Stage 2 Audit and associated fees;
- 7.1.3 An annual fee, covering surveillance and re-certification activities, which is escalated annually as stated in 7.4 below, and payable over a three-year cycle either monthly in advance or annually in advance or as arranged otherwise between the Parties.
- 7.1.4 The Organisation agrees and undertakes that all fees payable by it under this Agreement shall be payable within 30 days from the date of any invoice.

- 7.1.5 In the event that the organisation fails to make payment in accordance with the terms of this Agreement, without prejudice to its rights to terminate this Agreement Wynleigh International Certification Services may suspend Certification until such unpaid debts are paid.
- 7.2 In the event of cancellation of the Certification by the Organisation or the withdrawal by Wynleigh International Certification Services of the Organisation's Certification, the Certification fees payable will cease to be due on the first day of the month following the notice period of 30 (thirty) days to terminate the Agreement and any fees paid in advance will be refunded from the first day following the month of termination. The termination of this Agreement shall not release the Organisation from paying fees and other costs due and owing. It is understood that until such time as all the relevant certificate(s) and all display copies thereof have been returned by the Organisation and received by Wynleigh International Certification Services, invoicing will continue and payment will have to be made accordingly.
- 7.3 In the event of suspension of Certification by the Organisation or by Wynleigh International Certification Services of the Organisation's Certification, the Certification fees will continue to be applicable and the terms of this Agreement shall continue to apply.
- 7.4 Certification fees will be subject to an annual percentage increase that is market related and based on the Consumer Price Index (CPI) in South Africa. The increase in the fees will be affected on giving the Organisation a 60 (sixty) days' notice of such increase. Should the Organisation not accept the increase the Organisation may terminate the agreement in accordance with Clause 6.1.1.
- 7.5 Should the Organisation fail to make payment timeously, Wynleigh International Certification Services will be entitled to charge Default Interest on all fees due, owing and payable. The interest will be calculated from the date payment became due up to the date of final payment. Should the Organisation cancel any scheduled Audit less than two (2) weeks before the confirmed Audit date, Wynleigh International Certification Services will be entitled to levy a fee equivalent to 40% of the quoted fee for that Audit. In the event that Wynleigh International Certification Services cancels any scheduled Audit less than 2 weeks before the confirmed audit date the Organisation shall not be liable for any levy fee. For the avoidance of doubt, failure by the Organisation timeously to pay Wynleigh International Certification Services any amounts due in accordance with this Agreement shall, notwithstanding any other provision contained herein, amount to a material breach of the Agreement and render the Agreement terminable in accordance with Clause 6.2.
- 7.6 Where non-conformities that require clearance are identified in the certified Organisation's MS during any Audit conducted by Wynleigh International Certification Services, the Organisation shall be responsible for payment of any reasonable additional costs that may be incurred by Wynleigh International Certification Services in ensuring that such non-conformities have been rectified by the Organisation. A quotation shall be forwarded to the organisation for acceptance prior to the on-site clearance visit and these costs will be in addition to the quoted fees and payment for such shall be invoiced similarly to other amounts and payable on presentation of the invoice.
- 7.7 For the purposes of this Agreement, time is of the essence.

8. OBLIGATIONS OF WYNLEIGH INTERNATIONAL CERTIFICATION SERVICES

Wynleigh International Certification Services shall:

- 8.1 Perform an initial Audit as follows (The initial Audit will consist of a Stage 1 Audit and Stage 2 Audit); or where transferring from another Certification Body, a transfer audit. For multi-site organisations the provisions of the International Accreditation's Mandatory Document for the audit and certification of a management system operated by a multi-site organization (IAF MD 1), as amended from time-to-time, apply.
- 8.1.1 Wynleigh International Certification Services shall, as soon as is reasonably practical following the Agreement Effective Date, conduct the Stage 1 Audit in order to determine the state of readiness of the Organisation for the Stage 2 Audit and determine any processes which may be outsourced to any third parties and confirm the identity of such third parties.
- 8.1.2 Wynleigh International Certification Services shall issue a report detailing the outcome of the Stage 1, or transfer Audit, as applicable, once such Audit is complete.
- 8.1.3 Wynleigh International Certification Services shall conduct the Stage 2 Audit in order to determine compliance with the requirements of the Scheme. Wynleigh International Certification Services shall use its reasonable endeavours to conduct the Stage 2 Audit within six months of the Stage 1 Audit. If the Organisation considers itself not ready within six months of the Stage 1 Audit, the Stage 1 Audit will be repeated at the same cost as that of the initial Stage 1 Audit at the end of such six-month period.
- 8.1.4 Wynleigh International Certification Services shall issue a report detailing the outcome of the Stage 2 Audit once such Audit is complete.
- 8.1.5 Wynleigh International Certification Services may be required to Audit the effective clearance of non-conformities depending on the nature and significance of the non-conformities, in which case Clause 7.6 will be effective.
- 8.1.6 Upon compliance to the requirements of the Scheme, a positive recommendation shall be made to the Approval Board for registration on the Register of Certified Organisations.
- 8.2 Conduct the Registration Process as follows:
- 8.2.1 The Approval Board of Wynleigh International Certification Services shall review the documented evidence of the process and conclusion of the Audits conducted on the Organisation in order to verify that all requirements for certification have been met and that the process was conducted in compliance with accreditation requirements.
- 8.2.2 If, within the discretion of the Approval Board, all requirements for Certification have been met, the Approval Board shall approve Certification and the registration of the Organisation on the Register of Certified Organisations.
- 8.3 Perform regular surveillance Audits as follows:
- Having certified the Organisation, Wynleigh International Certification Services shall, during the 2 (two) year period immediately following the date of Certification, conduct periodic surveillance Audits of the certified Organisation's MS in order to verify continued compliance with the requirements of the Scheme. It may be necessary to conduct unannounced Audits and Audits at short notice, and the Organisation consents to such Audits in accordance with the provisions of Clause 9.2.
- Where the Organisation is already certified and successfully transfers certification to Wynleigh International Certification Services, regular surveillance audits will be conducted in accordance with the existing three-year audit cycle instituted by the previous Certification Body.

These may include, but are not limited to:

- 8.3.1 Investigations on complaints;
- 8.3.2 Changes to the scope of the Organisation's activities, MS or practices;
- 8.3.3 Conducting a clearance Audit after suspension;
- 8.3.4 Conducting a recertification Audit after suspension;
- 8.3.5 Conducting unannounced Audits in accordance with requirements of a Food Safety MS.
- 8.4 Perform a recertification Audit as follows:
 - 8.4.1 Wynleigh International Certification Services shall conduct a recertification Audit of the certified Organisation's MS before the end of the Certification Cycle.
 - 8.4.2 The recertification Audit shall be a re-evaluation of the Organisation's MS and will take into consideration a review of the previous year's Audit results in the Certification Cycle.
- 8.5 Conduct the recertification process as follows:
 - 8.5.1 The Approval Board of Wynleigh International Certification Services shall review the documented evidence of the process and conclusion of the recertification Audit that was conducted on the Organisation in accordance with Clause 8.5 in order to verify that all the requirements for registration have been met and that the process was conducted in compliance with Scheme accreditation requirements.
 - 8.5.2 If, within the discretion of the Approval Board, all requirements for recertification have been met, the Approval Board shall approve the continued registration of the Organisation on the Register of Certified Organisations.
 - 8.5.3 If the recertification is not approved, this Agreement shall immediately terminate and the provisions of Clause 6.2 shall apply.
- 8.6 Repeat the certification cycle as follows:

Every 3 (three) years, the Certification Cycle as described above shall be repeated. Accordingly, Wynleigh International Certification Services shall, following recertification in accordance with Clause 8.6, perform regular surveillance Audits in accordance with Clause 8.3 for a period of 2 (two) years following the date of any recertification and this surveillance shall be followed by a recertification Audit in the third year.

9. OBLIGATIONS OF THE ORGANISATION

- 9.1 The Organisation undertakes to implement, maintain and improve its MS and to take all steps to maintain an effective MS in accordance with the requirements of the relevant Scheme.
- 9.2 The Organisation shall provide the duly authorised staff of Wynleigh International Certification Services and its Appointed Agents full access to all areas of the Organisation's premises, deemed necessary by such employee or agent and also access to all relevant information, records, MS Documentation and other relevant details as will enable Wynleigh International Certification Services to verify the implementation, maintenance and effectiveness of the Organisation's MS.
- 9.3 Any reference to Wynleigh International Certification Services, the Relevant Scheme, or the depiction of the applicable Scheme Logo made by the Organisation, shall be in accordance with Clauses 24 and 25 of this Agreement.
- 9.4 The Organisation undertakes to notify Wynleigh International Certification Services, as soon as practically possible, of any significant changes to the Organisation and/or its activities that may have an effect on its compliance with the

requirements of the Scheme. This includes, but is not limited to, a material change to the Organisation's management, legal status, commercial viability, organizational status or ownership and/or MS.

- 9.5 The Organisation shall also inform Wynleigh International Certification Services as soon as practically possible of any proposed changes in the "Scope of Registration", i.e. a total revision of the scope, or a reduction or extension of the scope.
- 9.6 If complaints relating to the Organisation's Services/Products are received by Wynleigh International Certification Services, the Organisation undertakes to extend its full co-operation to assist Wynleigh International Certification Services during the investigation of such complaints.
- 9.7 The Organisation hereby acknowledges that in terms of this Agreement it is only permitted to use the Scheme Logo (and not any other Marks) and undertakes that it shall use the Scheme Logo at all times only in accordance with the Guidelines.
- 9.8 The Organisation hereby undertakes that it shall not register or apply to register any of the Marks as the whole or part of any trade mark, domain name, electronic mail address or otherwise.
- 9.9 The Organisation acknowledges that the value and reputation of the Marks are such that they denote high quality status and agrees to ensure that it maintains the value and reputation of the Marks. The Organisation also agrees to further ensure that its levels of customer service and complaint handling reflect this value, reputation and high-quality status.
- 9.10 The Organisation agrees at all time to use honest and ethical selling and marketing practices.
- 9.11 The Scheme Logo may not be used in combination with any other marks, names, words, logos, symbols or devices (except as specified in this Agreement) without the prior written consent of Wynleigh International Certification Services (in its absolute discretion).
- 9.12 The Marks shall not be used in any manner which would bring them or Wynleigh International Certification Services into disrepute or otherwise materially damage the goodwill or reputation of the Marks or Wynleigh International Certification Services.
- 9.13 The exercise of the Organisation's rights granted by this Agreement shall comply with all laws and regulations in force within South Africa save to the extent that such compliance is made impractical by the action or inaction of Wynleigh International Certification Services.
- 9.14 The Organisation shall obtain and comply with all necessary consents, licences and authorisations required by law or under this Agreement.
- 9.15 During the continuance in force of this Agreement, the Organisation shall not use without Wynleigh International Certification Services prior consent (in Wynleigh International Certification Services absolute discretion) any marks which are similar to but not identical with the Marks or which otherwise incorporate the "Wynleigh International Certification Services" name.
- 9.16 The Organisation shall as soon as is practically possible modify the use of the Scheme Logo on receipt of written notice from Wynleigh International Certification Services that such logo has been modified or altered.
- 9.17 The Organisation undertakes and agrees to comply with all the obligations and terms and conditions stated elsewhere in this Agreement.

10. CERTIFICATE(S) OF REGISTRATION

- 10.1 The Certificate(s) of Registration issued in accordance with and subject to the conditions of this Agreement may be displayed by the Organisation at the premises stated in Clause 14.3, and in accordance with Clauses 24 and 25.
- 10.2 The Certificate(s) of Registration shall at all times remain the property of Wynleigh International Certification Services and shall immediately be surrendered to Wynleigh International Certification Services as stipulated in Clause 7.2.
- 10.3 The Parties agree that a true copy of the valid Certificate of Registration may, at the discretion of the Organisation, be displayed in its entirety on the Organisation's website subject to Clauses 10.1 and 10.2 above.

11. APPEAL

If the Organisation feels aggrieved by a decision of Wynleigh International Certification Services in terms of its registration, it may, in the first instance within 10 (ten) days of being informed of such decision by Wynleigh International Certification Services, raise an appeal in writing setting out all the reasons for the appeal to the Approval Board. The Approval Board shall within a period of 14 (fourteen) days either uphold or dismiss the appeal (the "Appeal Period"). Should the Approval Board dismiss the appeal or alternatively not notify the Organisation of its decision before the expiration of the Appeal Period, then, the Parties may escalate the dispute (should it still exist) in accordance with the provisions of Clause 12.

12. DISPUTE RESOLUTION

Subject to the provisions of Clause 11, both Parties agree to the following dispute mechanism:

- 12.1 In the event of any disagreement arising out of this Agreement or the interpretation thereof, while in force or after its termination and the Parties being unable to reach agreement, the matter will be referred to the Executive Management of each of the Parties who shall endeavour to settle the dispute through bona fide negotiations;
- 12.2 In the event that the Parties are still unable to reach agreement through the process referred to in Clause 12.1, it is hereby agreed that a dispute shall be submitted to and decided by arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA), by an arbitrator agreed upon between the Parties or, failing agreement, appointed by the AFSA;
- 12.3 Each Party is entitled to give notice of arbitration, provided that such notice shall be given within 7 (seven) days and not later than 30 (thirty) days from the date that the Chief Executive Officer of the Parties or their nominees first met as contemplated in Clause 12.1; unless the Parties agree to extend the time periods referred to herein;
- 12.4 Unless otherwise agreed by the Parties in writing the arbitration shall be held at Durban, in the Republic of South Africa;
- 12.5. Only the Parties and their legal representatives or person agreed to shall attend the arbitration proceedings;
- 12.6 The Parties shall use their best endeavours to expedite the arbitration process;
- 12.7 Subject to the other provisions of this clause, arbitration shall be held in accordance with the provisions of the Arbitration Act No 42 of 1965, as amended.

13. SUSPENSIONS

- 13.1 Without prejudice to its rights to terminate this Agreement and cancel any Certificate of Registration, Wynleigh International Certification Services may, within its reasonable discretion and upon written notice, suspend the registration of an

- Organisation due to major non-conformities to the requirements of the Relevant Scheme.
- 13.2 Wynleigh International Certification Services shall inform the Organisation in writing of the suspension decision and the reasons for the suspension.
- 13.3 If the Organisation has not corrected the major non-conformities by the end of the suspension period, which shall not exceed 15 (fifteen) Months from date of last Audit, Wynleigh International Certification Services may immediately terminate this Agreement and cancel the Certificate of Registration and the provisions of Clause 6.2 shall accordingly apply.
- 13.4 During the period of suspension the Organisation shall:
- 13.4.1 not claim Certification in respect of the Relevant Scheme in any material whatsoever, including, marketing, sales or procurement documents, e.g. tenders;
- 13.4.2 not display the Certificate of Registration or fly the Certification flag on its premises;
- 13.4.3 adhere to any specific instructions and conditions, which Wynleigh International Certification Services may include under Clause 13.2;
- 13.4.4 not mislead its customers or the consumer/public in any way whatsoever, regarding its Certification status.
- 13.4.5 Should the above provisions not be complied with, such an action shall be regarded as a material breach of this Agreement and Wynleigh International Certification Services shall be entitled to take steps it deems necessary against the Organisation as provided for in law.
- 13.5 Wynleigh International Certification Services shall, upon request from any third party, correctly state the status of Certification of the Organisation's MS.
- 13.6 The Organisation may request voluntary suspension of its Certification due to; moving premises, alterations to facilities and/or production processes, restructuring which may impact on its compliance to the requirements of the Scheme's certification standard. The period of suspension shall not exceed fifteen months since the previous Audit. During this time:
- 13.6.1 The Organisation shall continue to pay the Certification fees as stated in Clauses 7.1 and 7.3 of this Agreement.
- 13.6.2 The provisions of compulsory suspension as stated in Clause 13.4 shall apply during the period of voluntary suspension.
- 13.6.3 The Organisation shall request a re-instatement Audit in the given period and/or is unable to achieve full compliance with the requirements of the relevant Scheme certification standard after the suspension period the Certification shall be withdrawn/cancelled by Wynleigh International Certification Services and the Certification shall be terminated and all Certificates of Registration shall immediately be returned to Wynleigh International Certification Services.

14. NOTIFICATION AND COMMUNICATION

14.1 The Parties elect the following addresses where all communications and modifications to this Agreement can legally and validly be made by means of registered postal mail, e-mail or personal delivery:

14.2 Details of Wynleigh International Certification Services Certification Manager:

Wynleigh International Certification Services (PTY) Ltd.

Postal Address: P O Box 358
La Lucia
4159

Business Address: 2 Devon Glen
19 Sutton Avenue
Umhlanga Manors
Umhlanga
4320

Tel: 031-9414790

Email: tony@wynleigh.com

14.3 Details of Registered Organisation:

Registered Name:

Responsible Person:

Trading Name:

Organisation's Registration Number or Identity Number
(where applicable):

Postal Address:

Business Address:

The sites covered by the scope of certification for multiple site registered clients, as defined in IAF MD1, as depicted on Schedule 1 of the valid certificate of registration. In the case of a new client, the multiple sites will be as depicted in the application form.

Tel:

Scope of Certification:

Shall be as depicted on the valid Certificate of Registration issued and maintained in terms of clause 10 of this agreement.

14.4 Language: All communications shall be made in the English language.

15. JURISDICTION

This Agreement is governed and construed in accordance with the laws of the Republic of South Africa. The Organisation consents to the jurisdiction of the South African Courts.

16. CONFIDENTIALITY

16.1 Confidential information:

16.1.1 In terms of this Agreement, "Confidential Information" shall mean any information disclosed (whether in writing, orally, electronically or by any other means whatsoever) by or on behalf of a Party to another Party in terms of this Agreement including, without limitation, any information relating to a project, the Parties products, inventions, operations, methodologies, systems, processes, plans or intentions, know-how, designs rights, pricing, trade secrets, market opportunities, or business or financial affairs.

16.1.2 Confidential information shall not include information that:

16.1.2.1 a Party hereto can show by documentary evidence was known to such Party prior to the date of any of the Parties or any other Party having an obligation of confidentiality to the Parties; or

16.1.2.2 becomes publicly known, by publication or otherwise, not due to any unauthorised act or omission of any of the Parties or any other Party having an obligation of confidentiality to the Parties; or

16.1.2.3 is subsequently lawfully disclosed by a Party(ies) hereto any natural or legal person on a non-confidential basis; or

16.1.2.4 the Parties hereto can conclusively show by documentary evidence that such information developed independent of any access to the confidential information; or

16.1.2.5 is required to be made publicly accessible by Wynleigh International Certification Services regarding the certification status such as granting, extending, maintaining, renewing, suspending, reducing the scope of, or withdrawing of certification of any organisation.

16.1.2.6 to assessors and accreditation management staff of recognised Scheme bodies who have valid agreements with Wynleigh International Certification Services.

16.3 The Parties agree to maintain the Confidential Information in accordance with the provisions of Section 30 of the Standards Act, No. 8 of 2008 of the Republic of South Africa.

16.4 The Parties agree to exercise reasonable care to prevent disclosure of the other Party's Confidential Information to any third party, except as may be authorised in writing by the other Party. Internal dissemination of the Confidential Information shall be limited to those employees whose duties justify their need to know such information and then only on the basis of a clear understanding by these employees of their obligations to maintain the trade secret status of such Confidential Information and to restrict the use of such information solely to the use granted to the other Party under this Agreement. The Parties shall each be liable for any improper disclosure of Confidential Information by their employee.

16.5 The Parties acknowledge that these limitations imposed are fair and reasonable in the circumstances and necessary to protect the rights and interests of the respective Parties.

16.6 The limitations imposed in terms of this clause shall perpetuate for the period of the Agreement between the Parties and shall furthermore survive the expiration or termination of the Agreement.

17. WARRANTIES

- 17.1 Wynleigh International Certification Services warrants that:
- 17.1.1. All Certification services rendered in terms of this Agreement will be provided with reasonable care, skill and expertise;
 - 17.1.2. It shall use its reasonable endeavours to provide the Certification services with promptness, diligence and in a competent manner;
 - 17.1.3. Whilst on the premises of the Organisation, it shall at all times (and shall procure that its Staff shall at all times) comply with the provisions of legislation affecting the operations of Wynleigh International Certification Services, including, without limitation, laws relating to health and occupational safety and in this regard shall comply with all reasonable requests and instructions of the Organisation;
 - 17.1.4. It shall perform its obligations under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any intellectual property or other proprietary rights of any third Party;
 - 17.1.5. It shall have and comply with all the necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa; and
 - 17.1.6. It shall comply with all legal requirements and with the terms and conditions of all licenses, certificates, authorisations and consents required for the provision of the Services.
- 17.2 The Organisation warrants and undertakes that:
- 17.2.1. It shall comply with all the terms and conditions of this Agreement;
 - 17.2.2. It shall have and comply with all the necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa;
 - 17.2.3. It shall comply with all legal requirements and with the terms and conditions of all licenses, certificates, authorisations and consents required for the provision/supply of the Organisation's Services/Products.

18. INDEMNITY

- 18.1 The Parties undertake and agree at all times during the continuance in force of this Agreement to observe and perform the terms and conditions contained in this Agreement. The Organisation undertakes and agrees to indemnify and hold Wynleigh International Certification Services harmless from and against all costs and expenses (including, without limitation, legal costs on an attorney-client basis, fees and expenses and value added tax), actions, proceedings, claims, demands and damages arising directly or indirectly from a breach of this Agreement by the Organisation and made or claimed by third parties. The aforementioned clause will be applicable vice versa to Wynleigh.
- 18.2 Both Parties will indemnify, defend, and hold each other harmless from and against any and all losses, damage or damages, costs, expenses, fines, penalties or otherwise, arising directly or indirectly out of or in connection with or related to any third party claim or users claim for or alleging bodily harm, injury or death, damage to property, or any other damage, notwithstanding the form in which such action is brought, unless same is caused by the negligent and or wilful misconduct of either Party.
- 18.3 The Organisation shall hold harmless and indemnify Wynleigh International Certification Services against any claim by any third party that the MS and/or the Organisations Services/Products infringe any intellectual property rights of such third party.
- 18.4 Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable to the other for any indirect or consequential loss or damage,

including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

19. FORCE MAJEURE

- 19.1 If vis major or force majeure or casus fortitus ("the Interrupting Circumstances") partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement, or as the case may be, the affected portion thereof shall be suspended for the period during which the Interrupting Circumstances prevail, but if they affect any material part of the Agreement only for a maximum period of 30 (thirty) days where after any affected Party shall be entitled on 7 (seven) days' written notice to cancel this Agreement.
- 19.2 Written notice of the Interrupting Circumstances specifying the nature and date of commencement thereof shall be despatched by the Party seeking to rely thereon (on whom the onus shall rest) to the other/s as soon as reasonably possible after the commencement thereof.
- 19.3 Written notice of the cessation of the Interrupting Circumstances will be given by the Party who relied thereon within 2 (two) days after such cessation.
- 19.4 No Party shall subsequently be obliged to comply with the obligations suspended during such period.
- 19.5 The Party whose performance is interrupted by the Interrupting Circumstances shall be entitled, provided that such Party shall give notice to that effect with the written notice of the Interrupting Circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.
- 19.6 For the purposes hereof vis major and force majeure include acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, prohibition of exports, flood, storm, fire or (without limitation eiusdem generis) any other circumstances beyond the reasonable control of the Party claiming force majeure or vis major and comprehended in the terms force majeure or vis major, provided that labour disputes (including, without limitation, strikes, go-slows or lockouts) shall not be included as events vis major or force majeure.

20. RELATIONSHIP MANAGEMENT

Wynleigh International Certification Services shall be notified, in writing as per Clause 9.4 as soon as practically possible, should there be any change of Organisation's contact person and/or the MS representatives, executive management (if this is not the same person).

21. SEVERABILITY

Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement. This is subject to the severed clause not being material to the enforceability or existence of this Agreement.

22. ENTIRE AGREEMENT – MODIFICATIONS

- 22.1 This Agreement constitutes the entire Agreement between the Parties and any previous written agreements, communications, correspondences and the like, oral or written, shall be deemed null and void except as incorporated in the present Agreement;
- 22.2 The Parties are bound by the provisions of this Agreement, which cannot be modified or changed except by amendments in writing signed by duly authorised representatives of each Party.
- 22.3 Proposed amendments to this Agreement shall be agreed between the Parties. The validity of this Agreement will not be affected whilst proposed changes are being processed.
- 22.4 The issued Certificate of Registration and, where necessary, an amendment to this Agreement will contain the latest details as agreed and accepted by both Parties.

23. INDEPENDENT ADVICE

The Organisation acknowledges that it has been free to secure independent legal and other advice as to the nature and effect of all the provisions of this Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so. The Organisation acknowledges that all of the provisions of this Agreement and the restrictions herein contained have been negotiated between it and Wynleigh International Certification Services and are part of the overall intention of the Parties in connection with this Agreement.

24. ADVERTISING CERTIFICATION

- 24.1 The Organisation or any other person may not claim or refer to the Relevant Scheme in an advertisement or other form of publicity, to give the impression that Wynleigh International Certification Services has approved the quality of the Organisation Services/Products. The Organisation acknowledges that it is its MS that is the subject of Certification and not the Organisation Services/Products.
- 24.2 The logos of the International Organisation for Standardisation (ISO), the International accreditation Forum (IAF) and the logos of Wynleigh International Certification Services' Accreditation Body (SANAS) may not be utilised in any way whatsoever.

25. MARKS AND SCHEME LOGO

- 25.1 The Organisation acknowledges that:
 - 25.1.1 all rights in the Marks belong to or are duly licensed to Wynleigh International Certification Services.
 - 25.1.2 the Organisation shall not acquire or claim any title to any of the Marks by virtue of the rights granted to them by this Agreement or through their use of the Marks either before or after the date of this Agreement;
 - 25.1.3 the Organisation shall not at any time do or omit to do anything which is likely to prejudice rights in the Marks;

- 25.1.4 all goodwill generated by use of the Marks by the Organisation shall at all times be deemed to have accrued to Wynleigh International Certification Services and
- 25.1.5 for the avoidance of doubt, the Organisation shall do any act reasonably required to give effect to Clause 25.1.
- 25.2 Following Certification, the certified Organisation may use the Scheme Logo in order to indicate participation in the Relevant Scheme.
- 25.3 The Scheme Logo may only be used by the Organisation whilst it maintains a valid Certificate of Registration issued by Wynleigh International Certification Services and may not be used and/or displayed during periods of suspension.
- 25.4 The certified Organisation may display the Scheme Logo:
- 25.4.1 on its letterheads and stationery;
- 25.4.2 in advertising or in promotional material;
- 25.4.3 on a panel or boarding that identifies its premises or the nature of its business;
- 25.4.4 on a flag, obtainable from Wynleigh International Certification Services, to be displayed at such premises;
- 25.4.5 on a fleet vehicle or delivery vehicle,
- PROVIDED THAT, in all instances referred to in this Clause 25.4, it is clear from such display through the use of appropriate descriptors if necessary that the Scheme Logo relates to the subject of MS certification only and not to the Organisation Services/Products (For example: "An ISO 9001 Certified Organisation"). The Organisation undertakes and agrees to ensure that the Scheme Logo is never applied in such a way so as to create the impression that the Organisation Services/Products are themselves certified and agrees to follow all of the directions provided by Wynleigh International Certification Services in this regard as soon as is practically possible.
- 25.4.6 The Marks may not be used on Organisation's Service/Product packaging, product label or on the product itself and may not be used on any calibration report/certificate, test report or product data sheet or in any circumstances that suggest that the logo applies to a particular Organisation Service/Product.
- 25.4.7 No Marks shall be applied to laboratory test, calibration or inspection reports or on any other documentation, which may be deemed as an Organisation Service/Product. The Marks and the flag referred to in Clause 25.4.4 may not be used in any manner during periods of suspension or after the cancellation of the registration.

26. AGREEMENT APPROVALS

For the **ORGANISATION**

Signed at _____ on this the _____ day of _____ 2022.

By executing this deed the signatory warrants that he/she is duly authorised to execute this Agreement on behalf of:

Signature: _____

Name: _____

AS WITNESSES:

1) _____ 2) _____

For **Wynleigh International Certification Services**

Signed at _____ on this the _____ day of _____ 2022.

By executing this deed the signatory warrants that he/she is duly authorised to execute this Agreement on behalf of Wynleigh International Certification Services.

Signature: _____

Name: _____

AS WITNESSES:

1) _____ 2) _____