



Contract

For certification of the management system according to :

(STANDARD)

Under

between

ICS INTERNATIONAL CERTIFICATION.

4F-19, SAMANVAY STATUS II, BEFORE BANCO PRODUCTS,
ATLADRA-PADRA ROAD , VADODARA.390012. GUJARAT.
INDIA

Client Name



Contract

The contract for the certification of Management Systems applies along with the offer number _____ which defines the scope of the certification. The contract covers the tasks to be performed by ICS INTERNATIONAL CERTIFICATION. and by the company to be certified (hereinafter called Client) as well as the conditions for the use of the ICS logo.

This contract shall be governed by laws of India and subject to exclusive jurisdiction of courts of Mumbai. Each Party shall be entitled to seek such injunctive relief as may be deemed proper by a court of competent jurisdiction in addition to other remedies available to it.

1. Tasks of ICS INTERNATIONAL CERTIFICATION. and the Client

1.1 Tasks of ICS INTERNATIONAL CERTIFICATION.

- a) ICS INTERNATIONAL CERTIFICATION. undertakes to treat as confidential all information made available to it concerning the Client's company and only to use it for the agreed purpose. Documents to which it is granted access shall not be passed on to third parties. This shall not include any detailed report to an arbitration body in the case of a dispute. The Client may release ICS INTERNATIONAL CERTIFICATION. from the secrecy obligation for certain reasons. Information about a particular client or individual shall not be discussed / disclosed to a third party – except to Accreditation Body - without the written consent of the client or individual concerned. Where the law requires the client confidential information to be disclosed to a third party; the client or individual concerned shall, unless regulated by law, be informed in advance of the information provided by ICS.
- b) ICS INTERNATIONAL CERTIFICATION. shall conduct the certification and surveillance in accordance with the ICS INTERNATIONAL CERTIFICATION. regulations. The basis for the certification is provided by the requirements laid down in the standard mentioned in the offer. The certificate shall only be issued if the requirements of the standard have been met.
- c) ICS INTERNATIONAL CERTIFICATION. shall notify the holder of the certificate of any changes in the certification procedure which have any direct consequences for him.
- d) ICS INTERNATIONAL CERTIFICATION. shall maintain a list of the companies certified indicating the scope of the certification in each case shall provide upon request.
- e) The client can appeal to the Head certification in case the client is not satisfied with the decision taken by audit team, the certification decision by ICS INTERNATIONAL CERTIFICATION. or any specific aspect. Head Certification shall ensure independent review and shall revert to client.
- f) ICS INTERNATIONAL CERTIFICATION. shall record in writing any complaints made by the Client concerning the certification procedure and, in the case of complaints about specialist matters it shall inform the Technical Advisory committee. If no agreement can be reached between the Client and the Certification Body, the Technical Advisory committee shall decide whether to engage the arbitration body. The Client shall be entitled to approach the Accreditation Body in the case of complaints about the Certification Body.
- g) The validity of the certificate shall commence from the date the certification decision is taken and shall be for three years. This assumes that, on the basis of the last date of initial audit, semi-annual or annual surveillance audits are performed at the certified locations, and the result is positive. In special, justified cases it may be necessary to conduct a special audit at a shorter interval. The need for this shall be at the discretion of the Certification Body.



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1.2 Tasks of the Client

- i) The Client shall make available (hand over or make facilities for examination) to ICS INTERNATIONAL CERTIFICATION. at least 4 weeks before the audit (pre-audit, certification audit, surveillance audit) all valid documents relating to the Management System (manual, possibly procedures) and on request records of, for example, internal audits performed (in the case of group certification ISO 9000).
- ii) By the time of the certification audit, Client shall conduct minimum one complete internal audit (all elements of the Management System must have been audited) and an evaluation of the Management System.
- iii) The Client shall provide the team of auditors during the audit facilities to examine the records covered by the scope of the certification and shall grant them access to the organizational units concerned.
- iv) Client shall name a contact person in the management responsible for handling the audit. This person shall normally be the representative appointed for the respective Management System.
- v) Once the certificate has been issued, Client shall be obliged to notify ICS INTERNATIONAL CERTIFICATION. of any major changes to its system, e.g. change in status of the organization related to legal/ commercial/ ownership/management, contact address and sites, scope of operations under the certified management system and any other major changes to the management system and processes.
- vi) Client shall be obliged to record all complaints and their settlement with respect to the Management System and to document them for the auditor in the audit. The client shall provide access to all information and records of all complaints to during the validity of the certificate.
- vii) Client shall notify of any consultancy services used in the domain of the Management System.
- viii) In context of maintaining the accreditation Client shall hereby declare its willingness to allow a possible witness audit/ validation audit/ unannounced audit arising out of complaint or any violation of this contract (i.e. The client shall allow auditor/ observer/ technical expert from ICS INTERNATIONAL CERTIFICATION. and/or from the accreditation body to participate in such audit when required by the certification/accreditation body.) to be performed in its company.
- ix) In case of any change of the accreditation requirements, Certification Body shall intimate to the clients. Clients shall be obliged to fulfill the changes with immediate effect.

1.2 a Specific Conditions for Group Certifications:

- a) Client shall be obliged to fulfill all the conditions for a group certification if the Group Certification procedure for management systems is/are being applied and notify ICS INTERNATIONAL CERTIFICATION. without delay of failure to fulfill them.
- b) The stipulation, creation and maintenance of a management system to apply uniformly for all branches/production shops. This also relates to the major Management System procedures.
- c) The manufacturing / providing of similar nature of products/services in the production shops/branches.



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- d) The monitoring of the whole management system under centralized direction by the management representative. The later shall be empowered to issue instructions to all branches/production sites.
- e) Certain areas shall work centrally for all areas, e.g. product development, process development, purchasing, human resources etc.
- f) The internal audits have been performed prior to the certification audit in all production shops/branches.

2. Conditions for use of the ICS logo and the ICS INTERNATIONAL CERTIFICATION. certificate

2.1 Scope of the right of use

- 2.1.1 ICS INTERNATIONAL CERTIFICATION. is the holder of the trade logo "ICS" (hereinafter called "ICS logo") registered with the Registrar of Trade Logos, Mumbai under application 10039752 dated 8.4.2001. On issue of the certificate ICS INTERNATIONAL CERTIFICATION. shall grant the Client, the permission in writing to use the ICS logo.
- 2.1.2 Permission to use the ICS logo shall apply exclusively for the certified facility of the Client's company. Use of the logo for any other facility of the Client is not allowed.
- 2.1.3 The ICS logo may only be used as per the instructions and sample issued along with the certificate. The logo must be clearly legible and visible. Client shall not be entitled to make any changes to the certificate. The certificate may not be used in a misleading way in advertising.
- 2.1.4 The ICS logo may only be used by Client and in direct conjunction with the Client's company's name or company logo. It may not be affixed to client's products or used in relation to Client's products and/or processes. Use of the logo/certificate shall be restricted to the Client and shall not be transferred to third parties or successors by the Client without the express permission of the Certification Body. If such transfer is desired a corresponding application shall be submitted. Where relevant a fresh audit shall be conducted.
- 2.1.5 Should action be taken against according to the principles of product liability because of contractually wrongful use of the ICS logo/ ICS INTERNATIONAL CERTIFICATION. certificate by the Client, the Client shall be obliged to indemnify ICS INTERNATIONAL CERTIFICATION. for any claims by third parties. The same shall apply in cases where action is taken against ICS INTERNATIONAL CERTIFICATION. by third parties on account of advertising claims by the Client.
- 2.1.6 Client shall ensure that the ICS logo/ ICS INTERNATIONAL CERTIFICATION. Certificate is only used in competition in such a way that any claim made for the Client's facility is in accordance with the certification. Client shall also ensure that in a competitive context the impression is not given that the certification by ICS INTERNATIONAL CERTIFICATION. represents an official inspection.
- 2.1.7 The Client acquires the non-transferable and non-exclusive right to use the ICS logo in accordance with the conditions laid down above.
- 2.1.8 The ICS logo shall not be used on the reports for laboratory test, calibration or inspection, any certificates (test/ exam results) as well as the visiting cards. The ICS logo shall also not be used in product Warranty, Guarantee documents. The accreditation body logo shall not be displayed on vehicles, buildings and flags.
- 2.1.9 The client shall stop the usage of ICS Logo and ICS INTERNATIONAL CERTIFICATION. certificate, in any form including display of certificate & discontinue use of ICS certification logo in case of withdrawal/ expiry of the certificate. Usage of All advertising material than contains reference to its certification in any way shall also be discontinued.



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3.1 Termination of the right of use of the certificate, Suspension/ Withdrawal of the certificate

3.1.1 Client's entitlement to use the ICS logo and the certificate shall end with immediate effect without the need for notice of termination if,

- a) Surveillance audit not taken by the client or cannot be conducted for the reason caused by the client.
- b) Recertification audit not taken by the client before expiry of certificate validity.
- c) Client misuses logo and/ or the certificate provided by the certification body, violates the contractual requirements, uses Accreditation body logo or any logo other than provided by the certification body.
- d) client does not inform immediately to the certification body, the changes to the certified organization, location, scope etc. as mentioned in clause 1.2
- e) Major complaint/s from the customer/s of the certified organization.
- f) Major and repetitive non compliances observed during the surveillance audits, creating doubt about the effectiveness of the management system certified.
- g) Non-payment of dues of certification body by the client.
- h) bankruptcy proceedings are instituted against the Client's assets or an application of bankruptcy proceedings against it is rejected owing to lack of assets,
- i) The certification or maintenance of the certificate is prohibited under administrative law or by court order.
- j) Not meeting the time deadline for submission of corrective actions against the findings of the audit.
- k) Client found involved in any act which may damage the image of certification body.

3.1.2 ICS INTERNATIONAL CERTIFICATION. shall,

- a) Have the ownership and control of the certificate during the validity period and after the validity of the certificate. The issue, suspension, withdrawal shall be controlled as per the applicable rules by ICS INTERNATIONAL CERTIFICATION.
- b) If reasons itemized under 3.1.1 arise, suspend the certificate and declare it invalid. In such case client is informed in advance about the violation and probable suspension of the certificate and appropriate action is requested in the defined time frame. Further the certificate is suspended, if the necessary response is not given/ action is not taken by the client.
- c) Withdraw the certificate if necessary action is not taken by the client in defined time frame for any of the reasons as mentioned above under 3.1.1.
- d) Withdraw the certificate without any notice, if evaluates the impact of the violations as mentioned under 3.1.1, as very serious.
- e) take all permissible measures within the framework of accreditation rules to perform its obligation in accordance with the agreed terms and conditions

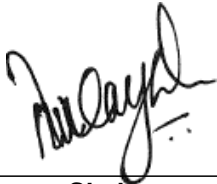
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4. Duration of contract

This agreement shall come into force when signed by both parties and shall run for a period of at least three years. It shall be extended in each case for a further period of three years on the client placing an appropriate order. The contract can be terminated by either parties giving a minimum of one-month advance notice.

Place, Date

(Company stamp with legally binding signature)



Arpan Shah
Certification, Training & Sustainability

ICS INTERNATIONAL CERTIFICATION.
Registered Office:
4F-19, SAMANVAY STATUS II,
BESIDE BANCO PRODUCTS
LTD.VADODARA. 390012, GUJARAT