

## **CERTIFICATION AGREEMENT**

The Certification Body

BQAS Certification (M) Sdn Bhd (1179994-x)

Lot 7823, Sublot 6,

2<sup>nd</sup> Floor, Block A

King Centre, Simpang Tiga,

93350 Kuching, Sarawak, Malaysia.

Represented by its Managing Director

Hereinafter referred to as “BQAS”

And

The Organization

“ \_\_\_\_\_ ”

Hereinafter referred to as the “Client”

Herewith declare to have agreed upon an  
agreement under the following terms & conditions

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## 1. Recital

BQAS is a Certification Body registered with Malaysian Palm Oil Certification Council (MPOCC). It has the competency and experience in the evaluation and assessment of management systems. It is accredited by Department of Standards Malaysia (DSM) on the basis of the requirements of ISO/IEC 17021 to certify management system. Following the review of the application, BQAS has accepted to certify the Client for conformance of its management system to the requirements of Malaysian Sustainable Palm Oil (MSPO) Certification Scheme.

### 1.2 Client :

Organization's Name :

MPOB Licence No :

Certified Area :

### 1. Object of the Agreement

To provide Malaysian Sustainable Palm Oil (MSPO) Management System Certification Service to the Client by first defining the scope of works, the certification process, BQAS assessment and certification regulations on the basis of which BQAS has to assess the management system of the clients in term of its conformance to the requirements of MSPO Certification Scheme, that would include the rights and obligation of both clients and BQAS, and the timing and fees & charges in executing the certification activities.

## 1. Scope of Works

### 1.1 Site (s) Covered

| NO | SITE NAME | SITE TYPE | LOCATION |
|----|-----------|-----------|----------|
| 1  |           |           |          |
| 2  |           |           |          |

### 1.2 Reference Standards

MS 2530-3-2013/ MS 2530-4-2013

### 1.3 Scope of Certification

Palm Oil Plantation/Palm Oil Mill

**Note:** It is acknowledged that the actual scope of activities may vary from the above scope at the time of registration. In this respect, deviations will be specified / agreed upon by Audit Team Leader during site assessment.

#### **1.4 Certificates**

**BQAS Certificate** will be issued for MS 2530-3:2013 and MS 2530-4: 2013 respectively with validity of **five (5) years**.

**BQAS certificate** will be issued to "client" for the assessed standard(s) upon successful completion of the initial certification/ re- certification /take over assessment process, closure of non – conformity (if any), compliance to accreditation and the terms and conditions specified in this proposal.

#### **1.5 Assessment Reports**

Approved assessment reports will be delivered electronically in the standard BQAS format to the Management Representative of "client".

#### **1.6 Project Management**

BQAS will assign from its qualified and competent pool of assessors to execute and comply to the certification requirements on all matters relating to pre- certification activities, planning audits, initial certification, conducting audits, certification decision, maintaining certification, appeals and complaints and client records.

All these activities would come under the supervision of BQAS' Audit & Certification Director who would also make it possible for the Client to review the consistency of the certification process and for the identification and implementation of possible improvements and value added.

#### **Auditor Man-Day Requirements**

The following information will be used for guidance purpose when planning assessment for each site. Interpretation of this section will be responsibilities of BQAS Management, in conjunction with the client Management Representative so as to satisfy Accreditation requirements.

Man-days to be allocated will be based on the latest Accreditation requirements and this may change from time to time. The latest man-days are to be used for the planning and execution of each stage of assessment.

Man-Days are allocated based on factors such as:

- Type of Business
- Number of Employees
- Scale of the business and number of sites
- Interaction and complexity of the processes
- State and maturity of client's management system and what is known of its own internal audit procedures
- Integration with other systems

#### **1.7 Communication**

BQAS shall assign respective personnel responsible to liaise with the Management Representative of "client" for all the certification process activities.

Should there be any dispute, the Audit and Certification Director will be informed and he shall be responsible for conflict resolutions.

Any changes to BQAS appointed personnel in the future will be notified to " **client**" accordingly.

## **2. BQAS Assessment and Certification Regulations.**

### **3.1.1 Scope and assessment services**

The BQAS Certification and Assessment Regulations apply to all certification and assessment services offered and rendered to clients of BQAS. These regulations apply throughout all stages of certification or assessment process, including but not limited to services offered and quotations, contracts, purchase and/or work orders, schedules and addendum agreed to between BQAS and clients, unless it is otherwise explicitly agreed in writing or so prescribed by statutory instruments.

The Certification and Audit Regulations which became effective as of 1<sup>st</sup> of August 2015 remains valid until a new version is issued and published.

### **3.1.2 Definition of Terms**

"Client" stands for customer and any organization that inquire about or receives any BQAS certification or assessment service, including their representatives, who act on their behalf.

"BQAS" stands for Certification Body that offers and/or delivers certification and assessment services to clients.

"Assessor" stands for Assessors, Auditors and Experts, who are assigned to a certification and assessment activities on behalf of BQAS.

### **3.1.3 Assessment and certification services**

The assessment and certification of management system, by an independent, competent third party, such as BQAS, generate valuable benefits for the client. A BQAS certificate will serve as evident for a suitable and effective management system with the capability to continuously meet customer expectation as well as regulatory and statutory requirements.

During an assessment qualified and experienced Assessor review the management systems and its processes for ongoing suitability and effectiveness in light of changing markets and environment. By identifying improvement potential, Assessors enhance the organization's ability to meet established goals and objectives. With BQAS certificate, customers may place confidence on the client and the certified management system, which has been assessed and certified to recognized standards and specifications.

### **4.1.4. Reference to individual and commercial terms**

BQAS Certification and Assessment Regulations are an integral part of any and all certification and assessments agreements between Clients and BQAS. Such agreements will always specify the individual type and nature of services offered and rendered, including pricing and timing. Commercial terms may

include clauses on legal respective reference document and addendum to the agreement.

### **3.1.4 The Certification Process**

BQAS assesses the Client's management system, or parts thereof, with the goal of determining its conformity with agreed and acknowledged requirements, standards or international, national or sector-specific standards or specifications. The respective assessment process may involve one or more steps, usually ending with an assessment report, which documents the assessment results. In the case of certification services, BQAS will issue a customer-specific certificate, confirming conformity to the respective requirements, when the fulfillment of all applicable requirements has been evidenced.

If nonconformities with requirements of the respective standard or specification have been identified during an assessment, corrective action shall be planned and carried out by Client within a specified time frame. Certificates will only be issued after the effective deployment of suitable corrective action has been demonstrated. The scope and duration of validity shall be stated on the Certificate.

Most audit finding are based on a sampling process, targeted reliable evidence for effective implementation and compliance of the management system. Further business aspects may exist, positive or negative, which have not been reviewed by the audit team. It is sole organization's responsibility to investigate and evaluate the potential impact and scope of findings, thus continuously full compliance to the applied standard(s). in cases of non- compliance, BQAS is not liable.

Client and BQAS agree that the evaluation and/or certification of the Client's management system(s) shall be performed in accordance with the applicable standards the industry related requirements (if applicable) and the Assessment and Certification Agreement, including this document attached thereto or referred to therein.

BQAS is independent, neutral and objective in its assessments and certifications. Assessment are performed at Client's place of operations. The type, extent and time schedule of the procedure are subject to separate agreement by the parties. BQAS strives to minimize any disturbances of the business process while conducting the assessment on Client's premises.

The certification process will generally include the following steps:

### **3.1.5**

The process starts with the client's needs and expectations. BQAS wants to learn about the Client's Organization, its management system, size and types of operation. Together both parties will define objectives for the assessment and/or certification, including applicable standards and specifications.

### **3.1.6**

BQAS will provide a detailed offer for assessment and certification services, tailored to individual client needs, based on the information provided initially. A written contract will specify all relevant deliverables as well as applicable assessment and certification criteria.

### **3.1.7**

A Pre-assessment can serve as initial performance or gap analysis, identifying strengths and areas for improvement. For larger assessment and certification projects a project planning meeting provides a valuable opportunity for the client to meet the lead assessor and develop a customized assessment plan for all functions and locations involved. Both services are optional.

### **3.1.8**

#### **Stage 1 Assessment**

The assessment procedure itself begins with review and evaluation of system documentation, goals, result of management review and internal audits. During the process, it will be determined whether the client's management system is sufficiently developed and ready for certification. The Assessor will explain findings and coordinate any required activities to prepare for the on-site Stage 2 Assessment.

### **3.1.9**

#### **Stage 2 Assessment**

The assigned assessment team will assess the client's management system at the place of production or service delivery. Applying defined management system standards and specifications, the assessments team will evaluate the effectiveness of all functional areas as well as all management system process, based upon observations, inspections, interviews, review of pertinent records, and other assessment technique. The assessment result, including all findings will be presented to the client during the closing meeting. Required action plans will be agreed upon.

### **3.2.0**

**System Evaluation:** The Independent certification function of BQAS (Technical/Peer Reviewer) will evaluate the assessment process and its results, and recommend independently issuance of the

Certificate. BQAS receives an assessment report documenting the assessment result. When all applicable recommendations are reviewed and agreed upon, BQAS will issue the Certificate to the Client.

### **3.2.1**

#### **Surveillance Assessment:**

Either half-yearly or at least once per year, there will be an on-site assessment of the critical components of the management system. Improvement and sustained effectiveness.

### **3.2.2**

#### **Re-Certification:**

A management system certificate is valid for a limited period of time, frequently for a maximum of five years. At the end of this cycle, a re-certification audit will be carried out to ensure the ongoing fulfillment of all applicable requirements. Subjects to this fulfillment of all applicable requirements, a new certificate will be issued.

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### **3.2.3 Rights and Obligations of Client**

#### **3.2.3\_Maintaining the management system**

In order to obtain and maintain a certificate, the Client shall implement and maintain a management system which fulfils the requirements of the selected standard or specification. The client shall provide evidence of conformity and effectiveness of the assessed management system, readily available for assessment by the assigned assessment team. The client shall undertake all necessary action to ensure that the management system is maintained in a conforming and effective manner at all times.

The client will be notified of any changes to the certification program or new or revised requirements that effect the Client.

BQAS shall verify implementation of changes by the client and initiate required measures in the certification process

#### **3.2.4 Access to information**

The Client ensures that BQAS has access to all necessary information and the requisite facilities to perform assigned assessment tasks. The client commits all nominated representatives and employees to provide the assessor with accurate and complete information in a timely manner concerning all process which may be significant to the assessment. We thin the scope of certified managements systems, all records relating to complain and their corrective actions shall be presented to BQAS upon request.

### **3.2.5 Notification of Changes by Certified Client**

The certification Body shall have legally enforceable arrangements to ensure that the certified client informs the certification body, without delay, of matter that may affect the capability of the management system to continue to fulfil the requirements of the standard uses for the certification. These include, for example, changes relating to:

- a. The legal, commercial, organizational status or ownership;
- b. Organization and management (key managerial, decision-making or technical staff);
- c. Contact address and sites;
- d. Scope of operations under the management system and process
- e. Major changes to the management system and processes.

The certification body shall take action as appropriate for non-notification.

### **3.2.6 Independence of the assessment**

Client is obliged to avoid anything that might compromise the independence of the employees and Assessors of BQAS.

This applies in particular to offer of consultancy, separate agreements about fees or other monetary rewards.

### **3.2.7 Right to reject Assessor**

Prior to confirmation of the assessment date, the Client is entitled to review and reject the Assessor(s) assigned by BQAS with proper justification. In that case, BQAS will assign a replacement for the rejected Assessors(s).

### **3.2.8 Confidentiality and information security**

The documents provided to the Client by BQAS certification symbol, are protected by copyright. Client specifically acknowledges that all documents which are provided or made available by BQAS for examination remain the property of BQAS, and that they may be used only for the internal needs of Client and not made available to third parties or be used for purpose other than those agreed upon herein or in writing.

Client is obliged to maintain strict confidentiality about any information revealed within the terms of the Agreements between client and BQAS, its employees and assessors.

This obligation also applies after termination of the contract.

Client similarly accepts this obligation on behalf of any vicarious agents and auxiliary persons. Client is permitted to forward the Assessment report in its entirety.

The forwarding of extracts is not permitted.

### **3.2.9 Right to use Certificate and Certification marks**

With a valid BQAS certification, the client is entitled to use the certificate and respective certification marks for promotion purposes in accordance to the rules made available at BQAS Website.

Authorized use of copyrighted BQAS certified management system mark, and other certification marks (herein referred to as the "marks") shall enhance confidence of customers in the client's certified management system and the respective performance.

These marks are frequently used on company stationery, in brochures, the internet, at exhibitions, on vehicles or in advertisements.

The marks are directly associated with the certified organization and its management system.

Certificates and Marks may be used for promotion in accordance with the provisions of these Certification and Assessment Regulations.

Such use is restricted to the scope and the period of validity of the certification.

Marks may not be attached directly to a product or use in such a way as to give rise to the impression of being related to the conformity of a product with the standard of specification on which they are based. Clause 3.5 Certificates and marks, provide respective rules in detail.

BQAS is obliged to ensure correct use of certificate symbols.

### **3.3.0 Appeals and complaints**

Every client of BQAS has the right to have services performed within agreed scope in such way that all reasonable expectations and requirements are fulfilled.

In case of non- fulfillment, the client is entitled to file a complaint with BQAS.

BQAS will request information necessary for analysis and improvement.

In case of a difference of opinion with BQAS Assessors or a specific certification decision, the client has the right to submit an appeal to BQAS for a reconsideration of decision.

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### **3.3.1 Rights and Obligations of BQAS**

### 3.3.2 Assessment of Management system

BQAS verifies the conformity and effectiveness of Client's certified management system by performing regular assessments (usually on a semi-annual basis). For these assessment purpose BQAS has the right to access client's facilities within the framework of planned assessment visits, observe operations, inspect processes, products and services, interview employees and representatives, review documents and pertinent records, and to collect information with other assessment techniques.

Should BQAS receive information from third parties which dispute the conformity or effectiveness of a management system BQAS has certified, it is entitled to perform additional, non-routine assessments after consulting the Client. In legally regulated areas, BQAS is entitled to perform additional, unannounced assessments, whenever justified.

### 3.3.3 Accreditation and Authorization

BQAS is a Certified Body registered with the governing authority and authorized to issue assessment report and certificates according to MSPO standards and specifications. This includes the obligation to allow employees or auxiliary person of these bodies to participate in assessments. According to the applicable accreditation and authorization rules, BQAS allow these individuals access to both its own documents and Client-related data, subject to the confidentiality requirements set forth herein. In addition, whenever individual standards or specifications explicitly require, Client- related data and assessment results are passed on to these bodies. By accepting these Certification and Assessment regulations the client consents to the applicable accreditation and authorization requirements, including all the foregoing.

### 3.3.4 Assessment of Assessors

The assignment of competent assessors is the sole responsibility of BQAS. BQAS agrees to use only assessors, who are qualified for the task on the basis of their technical qualification, their experience and their personal abilities. Assessors shall be authorized for the require standards(s) or specifications(s) and will have appropriate experience in Client's area of operation as well as in management and auditing.

In many cases BQAS may assign an audit team, comprised of two or more assessors to a specific assessment or certification process. Upon request, BQAS will submit a short curriculum vitae of the selected assessor to the client.

Should an assessor become unavailable before and during the assessment, BQAS will strive to provide a suitable replacement assessor, as feasible.

### 3.3.5 Scheduling Assessments

BQAS has the right to schedule assessments of the client's management system. Assessments shall be scheduled at the mutual convenience of both parties within the time frames mandated by the applicable requirements. Assessment dates shall be agreed upon in writing. Once confirmed such assessment dates are binding. Individual assessment agreements may include provisions for compensation for cancelling or postponing confirmed assessments.

### 3.3.6 Notice of changes by a Certification Body

The certification body shall give its certified clients due notice of any changes to its requirements for certification. The certification body shall verify that each certified client complies with the new requirements.

### 3.3.6 Issuance of certificate

BQAS shall issue an "Client Certificate" (herein referred to as "Certificate") and deliver it to client upon client's fulfillment of all certification requirements and contractual obligations. The certification decision is the sole responsibility of BQAS, based on the Assessors' recommendation for issue and all assessment results, as recorded in the assessment report. BQAS certificate are valid for a limited period of time, usually a maximum of five years, commencing from the date of issuance.

### 3.3.7 Confidentiality and Data protection

1. The certification body shall be responsible, through legally enforceable agreements, for the management of all information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on its behalf.
2. The certification body shall inform the client, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the client, shall be considered confidential.
3. Except as required in this part of ISO/ IEC 17021, information about a particular certified client or individual shall not be disclosed to a third party without the written consent of the certified client or individual concerned.
4. When the certification body is required by law or authorized by contractual

arrangements such as with the accreditation body) to release confidential information, the client or individual shall. Unless prohibited by law, be notified of the information provided.

5. Information about the client from sources other than the client (e. g complaint, regulators, shall be treated as confidential, consistent with the certification body's policy.
6. Personnel, including any committee members, contractor, personnel of external bodies or individuals acting on the certification body's behalf, shall keep confidential all information obtained or created during the performance of the certification body's activities except as required by law.
7. The certification body shall have processes and where applicable equipment and facilities that ensure handling of confidential information

#### **4.3.6 Information Exchange Between a Certification Body and its Clients**

Information on the certification activity and requirements.

The certification body shall provide information and update clients on the following;

- a. A detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, refusing, maintaining of certification, expanding, or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification;
- b. The normative requirements for certification;
- c. Information about the fees for application, initial certification and continuing certification;
- d. The certification body's requirements;
  1. Comply with certification requirements;
  2. Make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints'

3. Make provisions, where applicable, to accommodate the presence of observers (e. g accreditation assessors of trainee auditor).
- e. Documents describing the right and duties of certified clients, including requirements, when making reference to its certification in communication of any kind in line with the requirements in 8.3;
- f. Information on processes for handling complaints and appeals.

#### **4.3.7 Publicity**

BQAS is entitled to maintain and publish a register of all Clients holding a current BQAS certification.

This publication contains the name and address of the certified organization as well as the scope and reference standard/ specification and certification status. Client hereby consents to the publication of such information hereunder.

#### **4.3.8 Electronic Communication**

Notwithstanding the foregoing, Client hereby authorizes BQAS to transmit unencrypted confidential information and other information through the internet or a public network to e-mail address or other location provided by client.

Client acknowledges that BQAS cannot guarantee the privacy and confidentiality of such transmissions. Client agrees that BQAS's transmission of confidential information via the internet or other public network shall not be liable for any damages resulting from such transmission, provided that such confidential information via the internet or other public network shall not be a breach of any confidentiality obligation information under these Certification and Assessment Regulations and that BQAS shall not be liable for any damages resulting from such transmissions, provided that such confidential information is handled with the same degree of care as BQAS handles its confidential information.

If Client hyperlinks to BQAS website, Client agrees:

- (1) The information contain on BQAS website belongs to BQAS;
- (2) The linking website will transfer the user directly to BQAS directly to BQAS website as posted By BQAS without imposing any frames, browser windows. Or third-party content; and
- (3) the linking website may not state or imply that Client or its products or services are endorsed by BQAS.

#### **3.3.8 Certification and marks**



### **Issuance and use of Certificates and Marks**

BQAS issues certificates confirming the conformity of the Client's management system to selected national and international standards as well as to recognized industry- or customer-specific requirements, when the Client has demonstrated in an assessment that all applicable requirements have been fulfilled.

The Client is entitled to use the certificate and the related certification marks to promote confidence with business partners.

Upon issuance of a certificate, an ongoing surveillance service will be established to ensure that conformity of the management system is maintained continuously. The established and maintenance of certification is contingent upon the execution of the assessment and the continued adherence to its terms and conditions by the client.

Clients agrees to cooperate with BQAS in ascertaining the facts if it is reported that Client's management system, processes, goods and services are not in conformance with regulatory, statutory, certification or other applicable requirements, including sharing such information as Client acquires regarding the reported non-conformance, and to take and report to BQAS on any correction action necessary.

Client agrees that the surveillance services, such as surveillance audits, and any special assessments conducted by BQAS are designed to serve only as a check on the means the client exercises to determine conformance of its management system with certification requirements, and that Client is in no way relieved of its responsibility for its management system. Processes, goods and services within the scope of certification.

BQAS certificates and Marks may not be transferred to successors in the title or other organizations. After a certification has expired or has been suspended, withdrawn or annulled, client must desist from any promotion or other use of the Certificate or Mark. Client agrees to return the Certificate following expiration, withdrawal or annulment. The right of retention is specifically excluded.

### **3.3.9 Non-issuance of Certificates**

BQAS may only issue Certificates if all requirements of the selected standard(s), specifications and contracts have been fulfilled following the assessment (initial/re-certification). In case of fulfillment, the assessor documents the shortcomings in a nonconformity report and/or otherwise identifies the

restraints which must be complied with in order for a Certificate to be issued.

All no-conformance or restraints shall be eliminated prior to the issuance of a BQAS Certificate. If necessary, BQAS will repeat the assessment partially or in full.

If the non-conformance have not been eliminated, or if the Pre-requisites for the granting of a Certificate have not been achieved even after follow up assessments, the certification procedure will be concluded by the issuance of a report without a certificate.

### **3.4.0 Suspension, withdrawal and annulment of certificate**

#### **3.4.1 Suspension**

BQAS is entitled to suspend temporarily a Certificate if Client violates certification, contractual or financial obligations towards BQAS, including but not limited to:

- > Corrective actions to the management system have not been demonstrably and effectively implemented within the agreed-upon time frame;
- > The schedule of audits suggested by BQAS for assessment(s) necessary for the maintenance of the certification have not been complied with and the prescribed frequency since the previous assessment has thereby been exceeded;
- > There should be Notice if changes by certified client. BQAS has not been informed in a timely manner about planned changes to the management system and other changes which affect the system's conformity with the standard or specification which forms the basis for the assessment;
- > BQAS Certificate, or a certification Mark has been used in a misleading or unauthorized manner;
- > Due payments for assessment and certification services have not been made timely as agreed between Client and BQAS.

BQAS will notify Client of a proposed suspension in writing. If the reasons for the purposed suspension are not eliminated within two weeks, BQAS will inform Client in writing of the suspension of the Certificate stating the reasons as well as the corrective actions necessary for the certification to be reinstated.

Certificates are suspended for a restricted period (usually a maximum of 90 days).

If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension is cancelled and certification will be reinstated. If the required measures have not been implemented within the established deadline, BQAS may withdraw the Certificate as set forth below.

### **3.4.2 Withdrawal**

BQAS is entitled to withdraw Certificates or to declare them invalid upon written notice to client if:

- The suspension period of the certification has been exceeded
- The conformity of the management system with the standard of specification on which it is based is not ensured or Client is not willing to or able to eliminate nonconformities
- Client continues to use the certification for promotion following the suspension of the certificate.
- Client uses the certification in such a way as to undermine the reputation of BQAS.
- The preconditions which lead to issuing the Certificate no longer apply.
- Client files any voluntary or involuntary petition in bankruptcy.
- Client effectively terminates its contractual relationship with BQAS.

### **3.4.3 Annulment**

BQAS is entitled to annul Certificates, or retroactively declare them invalid, if:

- It subsequently turns out that the preconditions required for issuance of the Certificate had not in fact been fulfilled.
- Client has compromised the certification procedure so that the objectivity, neutrality or independence of the assessment result are, in the judgement of BQAS, in question.



#### 4. QUOTATION

|             |  |                |     |
|-------------|--|----------------|-----|
| <b>To :</b> |  | <b>Address</b> |     |
| <b>4.1</b>  | <b>Client Contact Person/Persons &amp; Particulars</b> |                |     |
| A           | Name   |                |     |
|             | Position   |                |     |
|             | Telephone  |                | Fax |
|             | Mobile   |                |     |
|             | Email  |                |     |
| B           | Name   |                |     |
|             | Position   |                |     |
|             | Telephone  |                |     |
|             | Mobile   |                |     |
|             | Email  |                |     |
| C           | <b>No of Sites</b>                                     |                |     |
| D           | <b>Payment Terms</b>                                   |                |     |

| <b>4.2 COSTS OF 5 YEARS (1 CYCLE) CERTIFICATION</b> |   |                   |
|---|---|-------------------|
| NO  | DESCRIPTION   | AMOUNT IN RINGGIT |
| <b>A</b>  | 1st Year MS 2530-3:2013 Management System Certification Assessments (Stage 1 & Stage 2 Audit)   |                   |
| <b>B</b>  | <b>2nd Year MS 2530-3:2013 Management System Certification Assessment (1st Surveillance Audit)</b>  |                   |
| <b>C</b>  | <b>Add : SST @ 6%</b>   |                   |
| D   | 3rd Year MS 2530-3:2013 Management System Certification Assessment (2nd Surveillance Audit)   |                   |
| E   | 4th Year MS 2530-3:2013 Management System Certification Assessment (3rd Surveillance Audit)   |                   |
| F   | 5th Year MS 2530-3:2013 Management System Certification Assessment (4th Surveillance Audit)   |                   |
| G   | <b>TOTAL COST OF 2nd Year MS 2530-3:2013 Management System Certification Assessment (1st Surveillance Audit)</b>  |                   |
| Note:   | 1. Above Quotation pricing maybe subject to change without notice.<br>2. Above Quotation is subjected to SST (Sales & Services Tax) at rates imposed by the Government. |                   |

Date:

**Richard Lias**  
**Managing Director**

Signature:

### 4.3 MISCELLANEOUS CHARGES

Number of man-day(s) for every assessment stage is subjected to the latest audit time defined by the scheme owner and/or number of sites in the group in-line with the accreditation requirements.

- ✓ Fees above are excluding Sales & Services Tax (SST) which may be charged as per the prevailing rate determined by the government.
  - ✓ Fees above are **including travelling cost and accommodation cost** of auditor(s) for each assessment (applies also to on-site follow -up assessments).
  - ✓ If **follow-up audits** (on-site or off-site) is required as per the decision of the Lead Auditor, each man-day will be charged **at RM 2,500.00**. This will be a separate charge and not included in the Quotation. Responsibility of deciding the man-day required is with the BQAS Lead Auditor assigned for the assessment taking into consideration the nature, number and classification of nonconformities.
  - ✓ **BQAS** may conduct **Special Audits** (on-site or off-site) if required and subsequent to and outside of main assessment due to special needs will be charged at **RM2,500.00** per man-day. BQAS will inform and discuss with Clients on man-days required prior to performing these Audits.
  - ✓ Extension of site (including temporary sites) or scope of certification, or in case of increment of personnel may result in additional audit man-days. BQAS shall increase the audit man-days in accordance to the accreditation body requirements and audit fees will be charged accordingly.
  - ✓ Each Certificate issued will be charged at **RM 300.00** per Certificate.
  - ✓ Cost of issuing duplicate copies of approved certificates will be charged at **RM 100.00** per copy.
  - ✓ Changes to existing certificates(s) will be charged at **RM 300.00** per change.
  - ✓ **TERMS AND CONDITIONS FOR ASSESSMENT AND CERTIFICATION and APPENDIX 1: ACCEPTANCE OF QUOTATION** forms an integral part of this contract in the event of any conflict between appendices in this contract and should prevail without affecting the remaining portion of the appendices.
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**5. APPENDIX 1 : ACCEPTANCE OF QUOTATION****DATE :**

I/We confirm and accept that I /we wish to proceed with the certification process and that I/we have reviewed and agree with the **TERMS AND CONDITIONS FOR ASSESSMENT AND CERTIFICATION** included in this Quotation.

I/We understand that any change on the **TERMS AND CONDITIONS FOR ASSESSMENT AND CERTIFICATION** the latest version communicated or published will supersede all previous version(s) and are binding terms and condition with this proposal.

I/We further affirm that the company information provided to BQAS for the purpose of this proposal is accurate.

I/We understand that:

- ✓ BQAS reserves the right to accept or reject an "ACCEPTANCE OF QUOTATION" within and/or outside the validity of this proposal,
- ✓ This proposal is valid for one certification cycle (5 years or unless stated or informed otherwise). BQAS will, upon the end of validity of this proposal, review and decide for issuance of new proposal or an addendum for extension of proposal.
- ✓ BQAS reserves the right to issue a new proposal from time to time due to changes in accreditation, fees or other requirements stated in this proposal and voids this proposal once the new proposal is signed by " Client".
- ✓ In the event that a new proposal is issued by **BQAS** but " Client" does not sign back the new proposal within the timeframe stated, the services of BQAS is automatically cancelled and this proposal is void.
- ✓ For all auditing/ assessment services, an Order Confirmation from **BQAS** which states the number of days and related fees will be sent to " Client" to be agreed and signed off within 7 calendar days of receiving the order Confirmation by an assigned representative of " Client" failing which the process will not be carried out by BQAS and any impact is the sole responsibility of " Client" .

**Enclosed is a** (name of Bank) **Cheque Bank/No.....** for the sum of **RM 10,000.00 [Ten thousand ringgits only]** payable to **BQAS Certification (M) Sdn Bhd.** being the **down payment** for required services. The remaining fees or other related cost (if applicable) will be invoiced upon completion of the related stages of services.

**BQAS BANKER: MALAYAN BANKING BERHAD**

**Current Account No: 5612-3960-9341**

On Behalf of

|                              |                                      |
|------------------------------|--------------------------------------|
| <b>NAME OF SIGNATORY:</b>    | <b>SIGNATURE &amp; COMPANY STAMP</b> |
| <b>DESIGNATION/POSITION:</b> |                                      |
|                              | <b>DATE:</b>                         |