



SQM CERTIFICATION SERVICES (P) LTD.

CERTIFICATION AGREEMENT & RULES

Agreement Between SQM Certification Services (P) Ltd. (Herein Referred As SQM) And

1 INTRODUCTION

SQM is a Private Limited, independent certification body for management systems certification. Although not a statement guaranteeing that the product or services actually meet specified requirements, accredited certification of a management system is a measure of compliance with the appropriate international standards.

2 SCOPE OF THE RULES OF REGISTRATION

These rules of registration are applicable to all management system audits undertaken by SQM within the current scope of accreditation as detail on the accreditation board website. In fulfilling this scope, the client agrees to supply all necessary information to SQM so that a full and fair assessment can be undertaken.

3 PERSONNEL

SQM undertakes to provide suitably qualified and competent personnel for all audit and surveillance activities using their own staff or suitable qualified and competent associates. All members of SQM (full-time employees, associates or local representatives) are required to sign confidentiality agreements concerning all confidential information to which they may be exposed.

4 APPLICATION FOR REGISTRATION

On receiving a completed Application Form/Request for Quotation SQM or its local representative will prepare a quotation detailing audit cost which will be forwarded to the client along with a copy of this document.

5 AUDIT METHOD

The first stage of the audit requires the Auditor to conduct an on-site readiness review of the client's management system to assess the documentation and if the implementation of the management system is at a level sufficient to progress to the Stage two audit.

When satisfied with the compliance of the documentation and system readiness the Auditor will produce a report and will agree a date with the client for the Stage 2 audit. The Stage 2 audit will then be conducted in accordance with SQM accredited management system processes. If further visits are required, due to non-compliances found, these will be undertaken and the client will be liable for any extra charges incurred. In case of any Major Non Conformity recommendation for certification will be granted based on On-site Follow Up Audit. The audit will be carried out against agreed audit criteria. Once registration has been obtained the client will be under a duty to notify SQM of any changes that significantly affect the registration. SQM may re-audit if necessary (short notice) due to the significant changes or as a result of any complaint, or follow up on suspended clients. If any additional charges are incurred SQM reserve the right to pass these additional charges on to the client.

6 CERTIFICATION

On completion of the audit the Auditor will submit the report to the SQM Quality Manger who will do the administrative review of file and present the file to SQM's Certification Committee. The Certification Committee will make the certification decision and authorise the issue of the certificate after the Technical Review of the Client File. The certificate remains the property of SQM and is valid for three years, providing the client maintains the management system to the required standard. All certification activities and the management of impartiality is overseen by an Independent Certification Board.

7 ANNUAL REGISTRATION AND SURVEILLANCE

After the issue of a certificate, planned surveillance visits will be carried out by an Auditor at the client's premises at least annually in order to maintain registration. If areas of concern are identified, more visits may be carried out at the discretion of the SQM Management. The client agrees to meet the extra costs relating to any additional audits. A triennial recertification. audit is required to maintain registration. The client will notify SQM without delay of any matters incurred that may affect the capability of the management system to fulfill requirements.

8 EXTENSION OR REVISION TO THE SCOPE OF REGISTRATION

This may be applied for in the same way as the initial audit, indicating the increased scope/address change of registration required. The audit will be carried out in the areas not previously audited. If successful, a new certificate indicating the new scope/address change will be issued by SQM. There will be a charge for extensions to scope/address change and the re-issuing of the certificate. Should a certified scope be reduced, the client will amend all advertising matter.

9 PUBLICITY

When a certificate has been issued, the client has the right to publish the fact. The relevant logos can be used on stationery relating only to the audited scope of registration and standard. Separate logo rules will be issued by SQM at the time of registration.

10 CERTIFICATE MISUSE

SQM will take all necessary steps to ensure that there is no misuse of the logo or the certificate by the client. The client undertakes not to misuse or misrepresent the logo or the certificate in any way.

11 FEES

All fees for audits and annual registration are reviewed annually and are available on request. All fees paid to SQM are strictly non-refundable. Certification & Surveillance fees are payable in advance and are to maintain registration.

12 CERTIFICATE SUSPENSION OR WITHDRAWAL

Following a successful audit of a client's management system to the appropriate standards or specifications, the certificate may be suspended due to:

Continued misuse of logos

Failure to apply corrective action as a result of discrepancies found at audit or surveillance visits.

Any other breach of SQM's Certification Agreement & Rules.

Non Payment of Audit Fee as agreed

Or withdrawn due to:

Failure to respond to requests made by SQM after suspension of certificate
Failure of a client to settle a financial account

the client's request

Following either the suspension or withdrawal of a certificate the client will discontinue its use and return the original to SQM and discontinue to claim accredited management system registration

14 CLIENT COMPLAINTS AGAINST SQM PERSONNEL

If a client has a complaint regarding any employee or associate of SQM, this should be sent in writing to the SQM Managing Director at the Head Office address. If the complaint involves a Managing Director then the complaint is to be addressed to the Impartiality Committee.

15 COMPLAINTS AGAINST THE REGISTERED COMPANY

The client agrees to make available to SQM or its representative all information pertaining to complaints received by the client from customers, regulators and any other interested parties.

16 TERMS OF PAYMENT

Cancellation of audit or surveillance dates by the client within twenty working days of the agreed dates will result in SQM claiming an extra levy equivalent to one man day from the company for each staff day cancelled. Payments are due in accordance with the contract.

17 LIABILITY

Neither SQM nor any of its employees or auditors shall be liable for any loss, expense or damage however so sustained by any company, client or person due to any act whatsoever taken by SQM or its employees or auditors, save to the extent that any attempted exclusion or liability would be contrary to law.

20 JURISDICTION

This agreement is to be governed in all respects by Indian Law and in the event of a dispute the parties agree to submit to the jurisdiction of New Delhi Court.

SQM reserves the right to change these Certification Agreement & Rules without prior notification.

Authorized Signatory

Date:-

SQM Certification (P) Limited