



SHEQ National CERT

18 Rietbos Avenue
Glen Marais; 1619
Tel: 0027 11 972 7131
Cell: 0027 82 751 2346
0027 823897304
Email: johannqa@mweb.co.za
armandqa@mweb.co.za
Website: www.sheqnationalcert.co.za

SHEQ National CERT

Procedure

PMSHEQ - 22

Terms and Conditions





PROCEDURE MANUAL

| | |
|--|--------------------------------------|
| Description: Terms and Conditions | Reference Number: PMSHEQ - 22 |
| Document Update Revision: 03 | Effective Date: 2025/10/21 |

1.0 Objective:

The objective of this procedure is to determine and achieve SHEQ National Cert goals and commitments and to highlight SHEQ National Cert history and scope and field of operation.

2.0 Scope:

To define the Terms and Conditions Process of SHEQ National CERT

3.0 References:

- ISO/IEC 17021-1
- ISO/IEC 17021-2
- ISO/IEC 17021-3
- ISO/IEC 17021-10
- ISO 9001
- ISO 14001
- ISO 45001
- ISO 3834
- ISO 22000
- ISO 22003 part 1
- ISO 19011
- IAF Relevant Publications
- Accreditation Body Relevant Publications
- Other Publications

4.0 Requirements and Responsibilities:

It is a responsibility of the Managing Director to ensure that the following requirements are complied with:

General obligations:

Will ensure the work to be executed as described in the Scope of Work (the "Work") in accordance with the provisions of this Agreement; any agreed applicable accreditation and designation rules and standards; all applicable legislation; and any regulations that may be passed pursuant to a regulatory body that governs the relevant Work.

All terms and conditions relevant to SHEQ National Cert conduct and operations are publically available of their website: <https://www.sheqnationalcert.co.za/procedures/>

The Customer is required to comply to the procedures that are publically available and shall review the procedures online. The procedures on the website shall be deemed as the latest and most updated versions and shall supersede all previous versions. The Customer is required to review the website for any changes or amendments. Failure to query any procedures or updates shall verify the Customers acceptance and compliance to the relevant procedures.

SHEQ National Cert will ensure, at its sole discretion, that qualified SHEQ National Cert personnel will be appointed for the performance of the Work. Unless otherwise agreed, at any time, and without extra cost and risk for Customer, substitute personnel may be assigned to the Work, provided that any substituting personnel are suitably qualified.

The performance of the Work under this Agreement may be subcontracted to any SHEQ National Cert Affiliate or any duly qualified independent contractor. Such subcontracting will not relieve SHEQ National Cert from its obligations under this Agreement.

SHEQ National Cert have the right to transfer and assign all or parts of its rights and obligations under this Agreement to SHEQ National Cert or any of its subsidiaries. SHEQ National Cert may, on its own account, extend the assessment team with an observer(s) for purposes such as training, peer evaluations and supervision by the Notifying Authority and/or Accreditation Body. In each instance, the Customer will be notified in advance in writing if permitted or possible.

Customer warrants that it will provide SHEQ National Cert, in a timely manner, with any information regarding its certification history that SHEQ National Cert is obliged to provide to the applicable accreditation or regulatory body and that it consents to SHEQ National Cert sharing the same with the applicable accreditation or regulatory body. The Customer will indemnify SHEQ National Cert against any loss or damages it incurs as a result of Customers breach.

Customer warrants that it has the necessary rights to provide all relevant, accurate, and complete data, documentation and information required for the Work including if relevant, evidence via third parties. Unless it is explicitly agreed as part of the Work that SHEQ National Cert does identify discrepancies, errors, inconsistencies, or omissions in the information provided by the Customer, the Customer is responsible for all aspects of the information it provides, and SHEQ National Cert is entitled to rely on the accuracy and completeness of such information in the performance of the Work.

Customer understands that the duty to provide and update information is a continuing one and lasts for the duration of the validity of Deliverables issued under the Agreement. If SHEQ National Cert receives a complaint or enquiry that, in the opinion of SHEQ National Cert, requires investigation, Customer will provide all information as SHEQ National Cert reasonably requests to investigate the matter. All technical documentation, information, data, reports, and information provided for the purpose of the Work will be in English, unless otherwise agreed in advance with SHEQ National Cert. All Customer personnel that are to be interviewed or required to provide information in relation to the Work, will speak English or such other local language as agreed in advance with SHEQ National Cert.

Customer must in a timely manner provide SHEQ National Cert with all requested access to Customer's sites and facilities and, if necessary, procure the consent to access third party sites as agreed in advance or in accordance with a timetable dictated by the relevant scheme or standard. If there is a delay in access to a site not attributable to SHEQ National Cert, then SHEQ National Cert will not be held liable for any subsequent delay to delivery of the Work. Customer may reschedule the date of visit to a site on a no-charge basis by giving not fewer than thirty (30) days written notice, provided that the relevant scheme or standard's timetable allows for such a delay. If Customer cancels a site visit on less than thirty (30) days-notice, then SHEQ National Cert will charge in full for the originally planned visit.

SHEQ National Cert reserves the right to make unannounced visits to Customer sites and facilities or the sites and facilities of Customer's critical sub-contractor or crucial suppliers if reasonably required to ensure Customer compliance with the relevant scheme or standard. SHEQ National Cert will be entitled to charge Customer for such services in accordance with the applicable agreed hourly rate. If SHEQ National Cert is not permitted access to a necessary site or facility, SHEQ National Cert reserves the right to

suspend or withdraw the Certificate in accordance with SHEQ National Cert procedure.

Customer will take all necessary measures to ensure that the obligations also apply towards Customer's suppliers and subcontractors, to the extent necessary for the performance of the Work.

Invoicing and Terms of Payment:

Prices quoted are exclusive of taxes, duties, and levies, including but not limited to, VAT and other sales taxes. Customer must pay all amounts due under the Agreement in full without deduction or withholding except as required by law and the Customer will not be entitled to any set-off against SHEQ National Cert in order to justify withholding payment of any amount.

SHEQ National Cert will invoice the Customer on completion of Work or on a partial/periodical basis as otherwise agreed in writing and Customer must ensure that payment is made in full in cleared funds to the bank account nominated by SHEQ National Cert within 30 days from date of Invoice. SHEQ National Cert have the right to charge late payment interest on any overdue amounts according to the applicable law of this Contract, or 10% per annum pro rata, whichever is higher.

It is the Customer's responsibility to provide SHEQ National Cert with correct, up-to-date invoicing procedures and details, including but not limited to company name, address, contact person and Purchase Order number. Failure to do so, that results in delayed payment which is expected within 30 days from date of Invoice, will entitle SHEQ National Cert to charge late payment interest on any overdue amounts according to the applicable law of this Contract, or 10% per annum pro rata, whichever is higher.

If it is Customer's internal policy to issue a Purchase Order before payment, it must inform SHEQ National Cert on signature of this Agreement and issue a Purchase Order prior to the date that SHEQ National Cert is entitled to issue an invoice. Failure to do so will entitle SHEQ National Cert to issue an invoice without receipt of Customer's Purchase Order and trigger the requirement that payment is made by the Customer in full in cleared funds to the bank account nominated by SHEQ National Cert within 30 days from date of Invoice issued by SHEQ National Cert. Failure to do so will be considered an overdue payment and SHEQ National Cert have the right to charge late payment interest as set out above.

If agreed in a proposal or in writing, SHEQ National Cert may ask for a proportion of the total contract value to be paid in advance of the work taking place. Customer must make payment in full in cleared funds to the bank account nominated by SHEQ National Cert within 30 days from date of Invoice, whereafter the audit will only be scheduled. SHEQ National Cert will invoice the remainder of the value of the Work on a partial/periodical basis based on actual work performed and payment to be made within 30 days from date of Invoice.

Should payment not be received within 90 days, the certificate will be placed into suspension. Should payment not be received within 120 days the certificate will be cancelled, and legal action will be pursued.

No certificates or audit reports will be issued without full payment.

SHEQ National Cert will be entitled to increase its rates and prices to adjust for inflation with a maximum of either the previous published inflation rate of the Consumer Price Index in the jurisdiction specified in or 5%, whichever is the greater. Said price change may be applied by SHEQ National Cert once annually.

SHEQ National Cert may increase its fees at any time by providing the Customer with written notice. If Customer objects to the increase, it must notify SHEQ National Cert within 30 days from date of Invoice, or it will be deemed to have accepted the fee increase.

SHEQ National Cert reserves the right to invoice for extra hours at the rate agreed in the proposal or set out in the Finance section above if material information has not been declared or there is a reason justified in writing including but not limited to (i) activities that result from non conformities; and (ii) further audit or assessment services in relation to the Work if there are revisions to the regulations or interpretations of any relevant scheme or standard.

If Customer requests Work to be performed outside of normal working hours, SHEQ National Cert may charge a surcharge in addition to the agreed rates which will be agreed with the Customer at the time of the request.

If the Customer does not request any work under this Agreement for a period of twelve (12) months from signing the Agreement, due to any reason other than the fault of SHEQ National Cert, the Agreement will terminate and Customer will need to re-apply for the Work, which will be at the prevailing rates which are adjusted annually.

Variations:

Customer may in writing request SHEQ National Cert to perform additional reasonably similar work under this Agreement

Should the Customer request a Variation, or if SHEQ National Cert deems any instruction by the Customer to constitute a Variation, SHEQ National Cert will set out an overview of the Variation, including the impact on the time schedule and remuneration for such in the form Work Order. Unless the Customer objects to the Work Order within five (5) business days, the Variation is deemed as accepted by Customer as an integral part of this Agreement. Should the Customer object to the Variation, the parties will discuss the impact of the Variation on the time schedule and remuneration and agree an amended Work Order.

No Variation will be implemented before a Work Order setting out the extent and the remuneration hereto as well as the revised time.

Issuance and Maintenance of Certificate:

In this Agreement, "Certificate" means the SHEQ National Cert final Deliverable for the relevant certification scheme or standard.

Upon completion of the certification process, SHEQ National Cert will at its own discretion issue a Certificate to the Customer, provided SHEQ National Cert finds that there is conformity with the applicable certification scheme or standard and payment by the Customer is made in accordance with this Agreement. SHEQ National Cert may publish in the public domain or if required under relevant rules, provide Accreditation Bodies with a copy of all Certificates issued by it along with the Customer's name and certification history.

Subject to payment being made by Customer in accordance with this Agreement, Customer has the right to use the valid Certificate and certification marks in standard size and design as provided by SHEQ National Cert for the purposes for which such certificates are generally intended and used, including on letters, documents and other promotional material, in accordance with the requirements of the relevant scheme or standard and this Agreement. Refer to the procedure PMSHEQ - 36 : Use of Company Marks and Logos which is publically available on the website:

<https://www.sheqnationalcert.co.za/wp-content/uploads/2025/07/PMSHEQ-36-Use-of-Company-Marks-and-Logos.pdf>

The Certificate will be made available to third parties in a well-readable manner. Customer may not adjust or alter the Certificate in any manner whatsoever, including, but not limited to, by translating the Certificate. Customer may request a change in detail on the Certificate and provided that, in the reasonable opinion of SHEQ National Cert, it does not change the validity of the Certificate, SHEQ National Cert will issue an amended Certificate on the same terms for the same period of validity as a replacement for an administrative fee to be determined by SHEQ National Cert from time to time.

In case of incorrect reference to certification status or misleading use of certification documents or marks, or other breach of the applicable requirements for the maintenance and use of the Certificates and the certification mark, SHEQ National Cert may at its own discretion decide to take corrective actions, including suspension or withdrawal of Certificate and publication of the transgression. Customer will immediately implement such corrective actions.

Customer must undergo all scheduled audits and visits. The audit cycles are managed as follows:

Certification or re-certification audits are considered the first year audit of the three year cycle. The certificates are issued with a validity of three years, providing the surveillance audits are conducted on schedule. Surveillance audits are year two and three audits that take place with the goal to confirm that

the Management System your company is certified for, is still operational and functioning according to requirements. Should the surveillance audits not take place, SHEQ National Cert reserves the right to suspend the certificates. If no commitment is received to conduct the surveillance audit, then SHEQ National Cert reserves the right to cancel the certificates after 60 days from issuance of the suspension notice.

Customer must report all changes in its operations and management systems (hereunder changes in organisation, ownership, new products and services, location, number of employees, major incidents or stakeholder disputes etc.), which may reasonably affect the Certificate, to SHEQ National Cert without undue delay and preferably before execution of such change. Based on this, and provided that the Customer wants to maintain the Certificate, SHEQ National Cert may request to carry out unscheduled audits.

Customer must take necessary action in accordance with any non-conformities, observations, improvement opportunities and noteworthy efforts reported by SHEQ National Cert within ninety (90) days of issuance unless another timeframe is agreed or required by a relevant standard or scheme. If the agreed timeframe to take necessary action is exceeded, SHEQ National Cert will be entitled to withdraw or suspend the Certificate.

Unless explicitly agreed in the Scope of Work, and regardless of anything to the contrary in the requirements of the relevant certification schemes or standards, this Agreement does not imply any obligation or duty of care for SHEQ National Cert to inform the Customer of developments in the applicable certification requirements or industry practices taking place after the issuance of the Certificate. For guidance in this regard, the Customer can refer to the Publications tab on SHEQ National Cert website: <https://www.sheqnationalcert.co.za/publications/>

SHEQ National Cert may at its own discretion suspend or withdraw any Certificate issued with immediate effect, if in its sole discretion the requirements stipulated in this are no longer satisfied, or if payment by the Customer is not made in accordance with this Agreement. In particular, if the Customer does not report changes in accordance with the requirements

SHEQ National Cert may suspend the Certificate with immediate effect.

If this Agreement is terminated by either party, SHEQ National Cert will withdraw the Certificate with effect from the effective date of termination if required by the relevant scheme of standard.

If the Certificate is suspended or withdrawn, the Customer may not use or refer to the Certificate. In case of withdrawal, the original Certificate must be returned to SHEQ National Cert within fourteen (14) days from the date of withdrawal. The Customer may appeal SHEQ National Cert decision to not issue, or to suspend or withdraw, the Certificate in accordance with the requirements set out in the applicable certification or accreditation scheme.

Intellectual Property:

For the purpose of this Agreement, each party will remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Agreement, including, but not limited to, protocols and templates for certificates, reports and checklists. SHEQ National Cert will be entitled to use, for the purpose of its own certification activities, the know-how acquired during the performance of the Work. In addition, SHEQ National Cert will be entitled to use information received or generated under this Agreement in an aggregated form, for the purpose of its certification activities.

SHEQ National Cert will hold all intellectual property rights to the reports and certificates issued to Customer under this Agreement (the Deliverables), including the copyright. Customer will hold a restricted, non-transferrable, global and royalty free license to use the valid Certificate in accordance with the applicable requirements, and a global, royalty free license to use the reports for its own internal purposes. The reports will not be disclosed to third parties without SHEQ National Cert prior written consent.

Customer warrants that it holds all necessary rights to submit documentation and information to SHEQ National Cert for the purpose of the certification.

The Customer will only make available the Deliverables or parts thereof to third parties without altering the

content, context or original language of the Deliverables.

Confidentiality:

Each party agrees to keep confidential any information it receives from the other party in the course of the Agreement which by denotation or reasonable circumstances is considered confidential to the disclosing party. The recipient party will treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that SHEQ National Cert can share such information with its officers, employees, subsidiaries, affiliates or subcontractors who are subject to confidentiality obligations reflecting the principles herein.

The obligations herein above will not apply to the extent the information is required to be disclosed to any relevant accreditation body or certification scheme owner, any competent court, governmental agency, or other relevant public authority in accordance with applicable law, court order or other public regulation. In addition, each party will be free to disclose, any information to the extent it: was known to the recipient prior to the information being disclosed by the other party, becomes known to the recipient through a third party without any confidentiality obligation to the disclosing party; or is or becomes generally available in the public domain through no act or failure to act on the part of the recipient.

Notwithstanding the above, SHEQ National Cert have the right to use for statistical and analytical purposes any information generated in the course of the Work, provided that such is kept internal or published only in aggregated anonymous forms; make reference to the Customer in SHEQ National Cert marketing; extend the audit team with third parties insofar as is required under the applicable scheme or otherwise as set out in this Agreement; and disclose confidential information to SHEQ National Cert Affiliates for the purpose of the provision or follow up of the Work.

The obligations in this section will survive the completion of the Work or termination of this Agreement and remain in effect for as long as the relevant information is confidential.

Termination:

Each party may terminate this Agreement by written notice to the other party under the following circumstances:

- If the other party commits a material breach of this Agreement and fails to rectify such within ten (10) working days after receipt of the other party's written notice;
- With immediate effect if the other party becomes insolvent, unable to pay its debts as they fall due, or subject to bankruptcy proceedings, receivership, dissolution, liquidation, wind-up or otherwise discontinue business;
- For convenience after serving the other party a written notice sixty (60) days prior to termination;
- If the management system(s) which is the subject of a conformity assessment review does not meet the essential requirements or the relevant standard or scheme; or
- If the Customer repeatedly does not provide requested documentation requested by SHEQ National Cert within the agreed time limits.

If the Customer terminates this Agreement pursuant, SHEQ National Cert will be entitled to full remuneration for the Work carried out prior to the termination and for all documented incurred unrecoverable costs. Customer will be entitled to the return of funds for Work paid for in advance but not performed at the date of termination of the Agreement.

On termination of this Agreement for any reason, SHEQ National Cert may at its sole discretion either withdraw and suspend any certificates that will remain valid after the termination date or perform such reasonable audit activities in accordance with the relevant scheme that are required to ensure the continued validity of an existing certificate at the agreed hourly rate in this Agreement and in accordance with SHEQ National Cert standard terms and conditions.

Should either party terminate the contract, then your company are not allowed to:

- Advertise the Certification of your management systems as accredited by SHEQ National CERT.
- Use the SHEQ National CERT logo in any publications
- Continue using the Certificate for any Customers or Commercial purposes.
- Your customer number will be re-used rendering your Certificate obsolete.
- All issued “pdf” copies to claim Certification needs to be retracted.

The Certificate needs to be removed from any websites and public domains and all paper copies destroyed. Failure to comply with the above may be considered as fraudulent misrepresentation and may result in legal action.

The “Cancellation” of your Certification and Certificates will be updated on the International Accreditation Federation (IAF) website, which is publicly available.

Should SHEQ National CERT receive a request to confirm the validity of your companies certification, SHEQ National CERT (Pty) Ltd are mandated to disclose the validity status therefore SHEQ National CERT (Pty) Ltd will inform the requestor that the certification has been cancelled and your company is fraudulently claiming certification.

Rescheduling:

In the event that rescheduling cannot be avoided, or unforeseen circumstances arise, please contact SHEQ National Cert Office as soon as possible. Please note that penalty fees may apply. Rescheduling may also result in the suspension or expiry of certification if audits are not undertaken within prescribed time frames.

Rescheduling of audits are permitted, below penalty fees are applicable:

Cancellation / Rescheduling 21 days prior to confirmed service, 25% of quoted price is payable,
Cancellation / Rescheduling 14 days prior to confirmed service, 50% of quoted price is payable,
Cancellation / Rescheduling 7 days prior to confirmed service, 75% of quoted price is payable.

Rescheduling will only be permitted should there be an auditor available for the alternative dates, and full payment are made (auditing fees and penalty fees) prior to reschedule of the new dates. Rescheduling may not be extended past the certificate suspension date, audit dates must be booked 2 – 4 weeks prior to suspension dates to ensure adequate time to follow SHEQ National Cert protocols and processes. Should the rescheduled dates not permit for adequate time prior to suspension, then rescheduling will not be permitted.

Cancellation based on misconduct:

The consideration of cancellation and / or withdrawal of certification may be based on the Customer's risk profile.

SHEQ National Cert has the right to cancel any certification based on misconduct, this includes but is not limited to fraudulent claims / allegations, jeopardising the safety of SHEQ National Cert employees, contractors and representatives by means of threats, screaming or physical intimidation. This includes threatening SHEQ National Cert business reputation.

Should SHEQ National Cert deem it appropriate to cancel the certification, your company will be notified in writing and termination is immediate. The same rules apply as per the termination clause.

Should SHEQ National Cert feel cancellation is too immediate, other remediation may be considered and

and investigation may be opened to review the scenario. The Customer will be placed under temporary suspension pending the outcome of the investigation. The Customer will provide any information required for the investigation to take place. Should the Customer not co-operate and the relationship is deemed irreparable, then cancellation will follow.

Should the Customer apply for transfer of certification to another certification body, pending investigation, the request shall be taken into consideration during the investigation. The requesting certification body will be informed of the pending investigation and transfer of the certification may not be conducted before the conclusion of the investigation has been reached. Should SHEQ National Cert deem it necessary to report the matter to the relevant Accreditation Body, the matter will be referred accordingly.

A request for transfer is considered a clear request for cancellation of Contract / Agreement between SHEQ National Cert and the Customer and may subsequently lead to cancellation and withdrawal of the certification.

Complaints and Appeals:

Customer will familiarise itself with any Deliverable issued by SHEQ National Cert within a reasonable time after delivery or notification of completion of the Work. Any documented error or defect in the Work will be rectified by SHEQ National Cert within a reasonable period of time, at SHEQ National Cert sole cost, provided said error or defect is not attributable to the Customer, Customer's affiliates or Customer's subcontractors and further provided that Customer did notify SHEQ National Cert of any error or defect the earlier of (a) sixty (60) days after Customer became or should have become aware of such errors or defects or (b) within twelve (12) months from issuance of the relevant Deliverable.

Changes or correction on scope or company address after the conduct of the audit, shall not be actioned without a special audit to verify the changed scope or alternatively, be corrected on the next applicable audit. This includes any changes that may influence the certification.

If Customer has a complaint or wishes to appeal a decision made by SHEQ National Cert, it must submit such complaint in writing within twenty-one (21) days of receipt of the decision or document from SHEQ National Cert. Once a complaint is received SHEQ National Cert will inform the Customer in a timely manner of the pending procedure in accordance with the applicable scheme requirements. Until such time as a final decision is made the original decision of SHEQ National Cert will remain in force.

Limitation of Liability:

SHEQ National Cert may not in any way be held liable towards the Customer for any of the Customer's or its affiliates' consequential or indirect loss arising from or in connection with this Agreement, including but not limited to interruption or loss of use, business, contract or revenue, loss of goodwill, loss of profit or anticipated profit, loss of production, wasted overhead, cost of substitute equipment, recall costs, downtime costs, product liabilities, or other special, punitive or other forms of indirect losses, howsoever such may arise, whether under contract, tort (including negligence) strict liability or otherwise.

Except in case of fraud, fraudulent misrepresentation, or other similar circumstance for which a party may not lawfully limit its liability under this Agreement's applicable law, the maximum cumulative liability of SHEQ National Cert arising from or in connection with this Agreement, whether in contract, tort (including negligence), strict liability or otherwise, will be limited to the lesser of (i) a sum equal to five times the annual remuneration paid under this Agreement,

Customer will indemnify and hold harmless any accreditation body or scheme owner and protect, defend and indemnify them, with respect to any claim, liability, demand, action, judgment, proceeding, costs, damages and expenses (including legal advisors' fees) in relation to the services delivered by SHEQ

National Cert.

All claims arising from, or in connection with this Agreement against SHEQ National Cert will be notified to SHEQ National Cert in writing without undue delay. Any claim based on breach of this Agreement will be set forth at the latest within three (3) months from the date when Customer became, or should have become, aware of such claim.

Force Majeure and Restrictions on Trade:

Neither party may be in breach of this Agreement, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond the reasonable control of the affected party, including but not limited to armed conflict, terrorist attack, Virus or other cyber-attack, civil war, riots, toxic hazards, pandemics, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructure, transport delays, or any public restrictions following any of the incidents above, or any other force majeure occurrence ("Force Majeure").

In the event of a Force Majeure occurrence, the affected party must notify the other party without undue delay of the particulars of the situation. Either party will be entitled to terminate the Agreement with immediate effect should the Force Majeure endure for more than thirty (30) days.

SHEQ National Cert may terminate this Agreement, subject to thirty (30) days written notice to Customer, without any liabilities or penalties, if SHEQ National Cert, its ultimate parent company or its ultimate parent company's subsidiaries or affiliates are subject to sanctions or penalties by a government, South Africa or similar organisations related to the Work which is provided hereunder or would be considered to be illegal or in conflict with applicable law for SHEQ National Cert, its subcontractor and/or its subcontractor's parent companies.

Personal Data:

Each party is responsible for ensuring that it only processes personal data in accordance with applicable data privacy law.

The Customer will notify SHEQ National Cert in writing and in advance if any of the information provided to or otherwise made available to SHEQ National Cert for the purpose of SHEQ National Cert performance of the Services contains personal data. This notification obligation will however not apply to contact details of the employees or other representatives of the Customer provided for the purpose of communication between the Customer and SHEQ National Cert.

To the extent the performance of the Services entails processing of personal data by SHEQ National Cert on behalf of the Customer, then the parties will enter into a Data Processing Agreement.

Law and Jurisdiction:

This Agreement will be governed and construed in accordance with the laws of South Africa without regard to principles of conflicts of law.

Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, will be brought exclusively in the courts of Kempton Park.

Health, Safety and Environment (HSE):

Both parties may employ reasonable standards for promoting health, safety and environmental sound working environments for their respective personnel and work sites.

The Customer will inform SHEQ National Cert without undue delay of (i) any actual or potential HSE risk which Customer is aware of, and which is reasonably relevant to the performance of the Work, and (ii) any of Customer's implemented or planned measures against such risks that Customer require SHEQ

National Cert personnel to adhere to.

Whenever SHEQ National Cert performance of the Works involves visits or work on Customer's controlled facility or site, the Customer is responsible for the adequacy, stability, safety and legal compliance of the working environment, including reasonable measures to mitigate or control relevant risks. Whenever SHEQ National Cert personnel is present on Customer's facilities or sites, they will adhere to Customer's HSE instructions provided according to this clause

SHEQ National Cert personnel, also including its subcontractors, may refuse to carry out any activity, or visit any area or site, if they in their sole discretion consider that relevant risks are unacceptable or not adequately addressed, contained, or otherwise mitigated. Any such decision will suspend both parties' obligations, excluding Customer's obligation to pay for performed Work, without any liability or penalty until the parties have agreed on how to proceed.

SHEQ National Cert will perform continuous risk assessments on the health and safety situation of relevant locations where SHEQ National Cert resources will perform Work and SHEQ National Cert reserves the right to decline site visits totally at any time if it is determined that a site visit would imply breach of law, norm, government recommendation, code or similar or if SHEQ National Cert considers that its staff will be subject to an unacceptable risk or danger. In such circumstances, SHEQ National Cert may at its discretion (i) provide a remote service option; (ii) postpone the service until the trip is considered safe; or (iii) adjust the scope and the cost of the accepted proposal to exclude the site visit. SHEQ National Cert will not be subject to any type of penalty, consequence, or effect regarding any non-performance of any service or part of it derived by the inclusion of this Special Condition.

The parties will conduct their respective business activities in a fair, ethical, and lawful manner in accordance with generally accepted codes of conduct (including but not limited to the SHEQ National Cert code of conduct), avoiding any unacceptable activities, including but not limited to acceptance of or acquiescence in extortion, bribery, use of child labour, breach of human rights, or the imposition of unreasonable work conditions.

Remote Audit Terms:

In order to perform Work remotely ("Remote Services"), SHEQ National Cert personnel will contact the nominated Customer representatives per the contact details agreed between the parties and provide instructions to the operator of the relevant site, equipment, documents or facilities of the Customer. This will include, but not be limited to, instructions of what should be shown to the SHEQ National Cert auditor on the pictures and/or video - as may be the case from time-to-time. Customer will provide as many photographic images and/or videos as deemed necessary by SHEQ National Cert for the performance of the Remote Services. Further, Customer warrants that where required by an accreditation body, it will ensure that all sites and/or documentation that are within the scope of the audit can be viewed via a live stream with sufficient visibility and clarity to satisfy the remote auditor.

Customer will provide the photographic images and/or videos to SHEQ National Cert via an agreed method of delivery. Customer warrants that it will have all necessary measures in place to prevent introduction of any Virus or Vulnerability affecting the SHEQ National Cert computer systems or infrastructure. As used herein, "Virus" means a thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices. "Vulnerability" means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

Each party will ensure all systems necessary for the provision of the Remote Services are set up with encrypted communication warranting it has the capabilities to perform the Remote Services. The parties do not warrant that the operation of the Remote Services will be uninterrupted or without problems; however where visual access or documentation is prevented due to a failure in technology, SHEQ

NATIONAL CERT may, at its sole discretion and subject to a mutually agreed revised time schedule and remuneration as a Variation to this Agreement, either (i) arrange another time to repeat the Work, or (ii) send SHEQ NATIONAL CERT personnel to attend the site, equipment, or facilities in person. Customer acknowledges that the aforementioned will be its sole remedy in case of a delay and relevant additional costs will be applicable for Customer account.

Customer will provide suitably qualified personnel, with the necessary skills identified by SHEQ NATIONAL CERT and capable of participating in and assisting with SHEQ NATIONAL CERT's performance of the Remote Services, to be present during any Remote Services.

SHEQ NATIONAL CERT will not be liable where it cannot perform the Remote Services as a result of the Customer failing to provide such access or assistance as required. SHEQ NATIONAL CERT may have the right to abort Remote Services in situations where it is deemed impossible to perform the Remote Services due to lack of competency or full co-operation of the Customer's on-site resource, due to the quality of the photographic images and/or videos provided by the Customer or failure to provide a live stream where it is an accreditation requirement. Customer will indemnify and hold harmless SHEQ NATIONAL CERT Group from and against all claims, damages, losses, and expenses resulting from or in connection with Customer's breach of this section. SHEQ NATIONAL CERT will have the right to invoice costs both related to the aborted Remote Services and any new services that may be required. The Customer will carry its own costs in relation to any such aborted Remote Services.

Customer will be solely responsible for daily back-up and other protection of its data and software against loss, damage, or corruption during the performance of the Remote Services.

Bribery and Corruption:

Should SHEQ National Cert ascertain that the auditor was bribed by the client, SHEQ National Cert has the right to immediately cancel the certificate, and no refund will be payable.

Should the client approach SHEQ National Cert and offer to purchase the certificate, then SHEQ National Cert has the right to deny the client any services.

All SHEQ National Cert auditors are required to inform SHEQ National Cert office of any bribery actions, should this be reported, SHEQ National Cert has the right to stop all auditing activities and abort the audit. The client will be responsible for payment of full fees of the audit contract as the auditors were booked and must be paid for the work performed.

Should the client be approached by an auditor requesting a bribe, the client is at full right to inform SHEQ National Cert office immediately before any audit activities may continue. This will be handled by SHEQ National Cert office as appropriate.

Should the client offer the auditor any services, these must be paid for by the auditor and must be invoiced by the client. Proof of payment must be sent to SHEQ National Cert office for record keeping and serves as informing SHEQ National Cert of the services rendered. The auditor will report this to SHEQ National Cert office, however the client has full right to disclose the same.

Instructions issued by SHEQ National Cert:

Any instructions/notices issued by SHEQ National Cert are binding and must be actioned immediately. Failure to do so may result in the cancellation of services. Instructions / Notices will be issued in writing by SHEQ National Cert (Pty) Ltd and will be communicated via email communications.

Should your company claim to not have received the communication, they will still be binding.

Acceptance of terms and conditions:

By accepting services from SHEQ National Cert, your company automatically accepts all terms and

conditions as specified above and will be bound by the terms and conditions.

SHEQ National Cert requires the client to sign and return any quotes, audit plans or other documentation as acceptance and acknowledgement of SHEQ National Cert terms and conditions. Failure to return the signed documentation but accepting services from SHEQ National Cert (e.g. booking and confirmation of audit dates, receiving of audit plans, conducting of the relevant audits and / or acceptance of any sort per email), serves as agreement of SHEQ National Cert terms and conditions and will still be binding. This includes but is not limited to any relevant employee, representative or contractor of the Customer.

Acceptance of any services rendered by SHEQ National Cert (whether performed or not) are binding e.g. booking of an audit and receiving relevant audit plan, then requesting the cancellation of the audit (services not rendered), will still ensure the relevant terms and conditions are binding i.e. rescheduling / penalty fees. This includes SHEQ National Cert auditors or representatives reporting for service and the Customer claims no audit was booked, but the relevant documentation was shared to the organization.

All terms and conditions including all procedure relevant to SHEQ National Cert operations are publically available on their website and the latest version will be accessible from this platform. The version on the website supercedes all previous versions: <https://www.sheqnationalcert.co.za/procedures/>

Readiness Review & Certification Audit - Back to Back Audit:

A back to back audit is defined as a Readiness Review (referred to as a Stage 1 audit) and a certification audit (referred to as a Stage 2 audit), that is booked consecutively. A back to back audit can be arranged however your organization must take note of the terms and conditions associated with a back to back audit.

The terms and conditions associated with a back to back audit are defined as follows:

The stage 1 must always be followed by a stage 2 audit, the audits will never be conducted in a different sequence. Should the organizations' management system be found to not be compliant to the standard being audited and a stage 2 audit is deemed to not be viable, the stage 2 will be cancelled until such time that the organizations' system is deemed compliant. Should this occur, the organization will be responsible for the cost incurred for the stage 2 audit even though the audit would not take place due to operational costs incurred.

Should the stage 2 audit be postponed to a later date, the organization will be responsible for the additional costs incurred for the stage 2 to be conducted at the later date, as this arrangement will incur additional costs as well.

By accepting services from SHEQ National Cert, your company automatically accepts all terms and conditions as specified above and will be bound by the terms and conditions.

Shift Audits:

Shift audits are a mandatory requirement that must be audited. SHEQ National Cert must attend the shift handover to witness the process, this must be included on the audit plan.

It is the clients' responsibility to declare beforehand if their scope of work includes shift work. This must be factored into the quote as well as the audit plan to ensure the auditor is available during the handover to witness the process. This must also be declared on the audit plan. The auditor will verify the number of shifts whilst onsite.

It is the clients' responsibility to ensure a representative is present during the shift handover to ensure the auditor can perform his duties in a timely manner and ensuring the auditors safety whilst doing so.

Should the client not declare the shift work before the commencement of the audit, the auditor will declare the shift work to SHEQ National Cert Office to receive further instructions. Should it be a requirement that the quote be revised, the audit will be temporarily suspended pending the client acceptance of the new quote. Should the client not accept the new quote, the audit will be aborted, and the penalty fees will be applicable as stated on the original quote.

Should the shift work not be factored into the audit plan due to it not being declared beforehand, the auditor reserves the right to amend the audit plan to ensure availability during the shift handover. All process owners must avail themselves according to the amended audit plan.

Accreditation body terms and conditions:

By accepting services from SHEQ National Cert, your organization agrees to the following:

At any time during the certification cycle the Accreditation assessors can visit your organizations' premises to verify certain certification requirements. A SHEQ National Cert representative(s) may accompany the Accreditation assessors.

During any surveillance assessment, the Accreditation Bodies may decide to verify the authenticity of certification processes by conducting short visits to your organization. The Accreditation assessor will visit your organization and verify the implementation of the system(s) by reviewing some of quality documentation & records and by meeting with your organizations' management. A SHEQ National Cert representative may accompany the Accreditation assessor during such visit(s).

GENERAL CONDITIONS

An organization audited by SHEQ National CERT and has been found to meet the applicable requirements for their **your Quality / Environmental / Occupational Health / Food safety / Welding** Management System is entitled to hold a registration certificate.

Certificates are valid for three years, subject to the successful completion of surveillance audit evaluations.

Surveillance cycle determined by this signed contract. All certificates are non-transferable.

REQUIREMENTS

SHEQ National CERT Agrees to:

- Maintain all information pertaining to the registering/registered organization as **CONFIDENTIAL** and not release it to other parties, with the exception of Accreditation Bodies to which they belong.
- Notify the registered organization of any complaints received by SHEQ NATIONAL CERT relating to the quality of the organization's products, processes and/or services issues relating to its operation.
- Abide by ISO 19011. Guidelines for quality and/or environmental management systems auditing.
- Suspend the certificate if the registered organization uses the registration document, registration or logo improperly.
- Withdraw or cancel the registration if the registered organization fails to address required corrective actions in the specified time.
- Maintain and utilize our documented appeal process if initiated by the registered organization.
- Withdraw certification if organization does not comply with stated surveillance cycle.
- Give its certified organizations due notice of any changes to its requirements for certification and ensure verify that certified organization(s) complies with the new requirements.
- Maintain ownership of the audit report.
- Assist the organization in the transfer of their registration to an approved Accreditation certification body in the unlikely event that our accreditation is cancelled.
- Report to the organization any legal/regulatory noncompliance discovered during the audit. The client is expected to take appropriate action to achieve regulatory compliance. Failure to bring the issue into legal compliance during the agreed period could result in a major non-conformance and/or withdrawal of registration

Certified Organizations of SHEQ National CERT Agree to

- Inform SHEQ NATIONAL CERT in writing, without delay, of any significant change in your organization's Management System. **Failure to notify SHEQ NATIONAL CERT may initiate the decertification process.** Changes include, but are not limited to:
 - Change in ownership
 - Change in key personnel (managerial, technical, decision making, etc.)
 - Changes to facilities (address change, new location, etc.)
 - New product or service offerings
 - Change in employees (increase or decrease)
 - Change in scope of operations
 - Nominate a management representative as the point of contact with SHEQ NATIONAL CERT .
 - Comply with the requirements for registration and to supply any information needed for its certification.
 - Operate in conformance with its registered your **Quality / Environmental / Occupational Health / Food safety / Welding** Management System.
 - Make no use of the SHEQ NATIONAL CERT and its Accreditation bodies marks (logos) that can be misleading or unacceptable to SHEQ NATIONAL CERT, South African National Accreditation (SANAS) or Emirates International Accreditation Centre (EIAC)
 - Not use registration as evidence of product or service registration, product or service endorsement or approval.
 - Maintain a complaint system including a system for correcting complaints. System should include customer complaints, relevant agencies or interested party complaints.
 - Notify SHEQ NATIONAL CERT of **Quality / Environmental / Occupational Health / Food safety / Welding** issues that may be of direct or indirect relevance to the Management System registration.
 - Have your organization's name, location and scope of registration included in SHEQ NATIONAL CERT Directory of Registered Companies and other external directories upon successful registration.
 - Prior to the registration audit:
 - a) Complete and document at least one full internal audit in which the entire **Quality / Environmental / Occupational Health / Food safety / Welding** has been audited and can be shown to be effective.
 - b) Have evidence of **your Quality / Environmental / Occupational Health / Food safety / Welding** Management System records.
 - c) Complete and document at least one management review, which includes an assessment of the **your Quality / Environmental / Occupational Health / Food safety / Welding** Management System's suitability and effectiveness.
 - Agree that in the event that information related to legal or regulatory compliance cannot be made available to an SHEQ NATIONAL CERT auditor due to legal or proprietary nature, the organization will demonstrate by objective evidence that all **your Quality / Environmental / Occupational Health / Food safety / Welding** requirements relating to legal compliance have been implemented. Minimum verification will include: a documented procedure for evaluating legal noncompliance, objective evidence of implementation, objective evidence of compliance review by management, objective evidence of implementation of identified preventive/corrective actions.
 - Consent to the use of SHEQ NATIONAL CERT subcontracted auditor(s). The organization has the right to approve any auditor furnished by SHEQ NATIONAL CERT prior to the **your Quality / Environmental / Occupational Health / Food safety / Welding** Management System audit.
 - Consent to having accreditation body auditors accompany any SHEQ NATIONAL CERT auditors for the purpose of witnessing SHEQ NATIONAL CERT auditor or audit team.

- Analyse the cause and describe the specific correction and corrective actions to eliminate detected non conformities, within a specific time frame.
- Agree to Special Audits that may be as a result of Clearance of Major nonconformities; Extensions to scope; Short-notice audits and Clearance of concerns identified during review of the audit reports.
- Comply with the maintenance of their registration through scheduled surveillance audits. Surveillance Audits will take place annually (at a minimum) from the closing meeting of initial registration audit (Frequency depends on surveillance cycle stated on signed contract). Delayed surveillance audits will initiate withdrawal of certification.
- Upon withdrawal or cancellation of registration, discontinue use of all advertising matter that contains any reference to certified status. Original certification certificate, logos used for printing matter and flags ensure be returned to SHEQ NATIONAL CERT.

General Requirements:

- This agreement may be modified only by written Agreement signed by all the Parties.
- Except as otherwise provided in this Agreement, no Party may transfer or assign this agreement or any rights under it without the prior written consent of the other Party.
- Should any Party reasonably retain counsel for the purpose of preserving, determining, enforcing, or preventing the breach of any rights under this Agreement, including, but not limited to, instituting any action or proceeding to enforce any provision, for a declaration of any alleged breach of any obligations or for any other judicial remedy; then if this matter is settled by judicial determination (including arbitration), the prevailing Party (Whether at trial or on appeal) will be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all costs and expenses incurred thereby, including, but not limited to, all attorney fees and costs actually incurred for the services rendered to the prevailing Party. Further, the prevailing Party will be entitled to additional awards of attorney fees for services reasonably rendered in aid of enforcing the judgment or award or in collecting any monies awarded, REGARDLESS, if SHEQ NATIONAL CERT institutes any action for collection of unpaid invoices herein, the Parties agree SHEQ NATIONAL CERT will be entitled to all costs of collection, including actual attorneys' fees, interest, and costs of collection whether or not a lawsuit has been filed.
- Each of the Parties represents and warrants to the other the following are true and correct as of the date of this Agreement:
- Each Party has the full right, power, and authority to enter into this Agreement and to perform all of its obligations in accordance with its provision.
- Neither the execution nor the delivery of this Agreement by the Party, nor the performance of any of its obligations under this Agreement, will result in the breach or violation of any provision (or constitute a default) under any indenture, contract, or other agreement or instrument to which the Party is a party or under which the Party has any rights or obligations
- This agreement contains the entire understanding between the Parties pertaining to the subject matter of this Agreement and supersedes and replaces all prior or existing written and oral agreements, including contemporaneous agreements, between the Parties and/or their representatives pertaining to the subject matter of this Agreement.
- The Parties hereto ensure execute and deliver all documents, provide all information, and take or for bear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- No provision in this Agreement is to be interpreted for or against either Party because that Party or his legal representative drafted the provision
- If any provision of this Agreement or its application is held to be invalid, void, or illegal, that provision will be severed and the remainder of this Agreement will not be affected. Such a finding will in no way affect, impair, or invalidate any other provision of this Agreement, which will remain in full force and effect.

5.0 Cross Reference:

Cross Reference Matrix - Procedure Manual

| | | | |
|---------------------------|-------------------|---------------------|-----------------------------|
| Compiled by Date : | 2025/10/17 | Compiled By: | Armand van der Merwe |
|---------------------------|-------------------|---------------------|-----------------------------|

| | | | |
|---------------------------|-------------------|---------------------|-----------------------------|
| Approved by Date : | 2025/10/20 | Approved By: | Johann van der Merwe |
|---------------------------|-------------------|---------------------|-----------------------------|

- Status: Issued
 Draft
 Archive

Document Name: Procedure Manual
Document Number: NCS-0003
Date: 25/07/2025
Rev: 02