"Approve Audit Advise Assess Assure"

CertMark International

Terms and Conditions

This document has been produced by the Administration Department of CertMark International (CMI).

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1. SCOPE

1.1 This document sets forth the Terms and Conditions of CertMark International Pty Ltd (CMI) ABN: 80 111 217 568 governing all services supplied to its clients.

1.2 These Terms and Conditions along with our Privacy Policy, Scheme Agreements and other posted guidelines within our website and/or supplied to Clients, collectively Legal Terms, constitute the entire agreement between the Client and CertMark International.

1.3 CMI reserves the right to alter or change these Terms and Conditions at any time.

2. DEFINITIONS

2.1 **Additional Fee means:** Fees in addition to quoted/expected work.

2.2 **Annual Surveillance means:** The annual surveillance of certified product. Annual Surveillance commences within 12 months of the initial certification of the product and continues on an annual basis. CMI will notify you in advance in accordance with CMIs internal Policies and Procedures.

2.3 **Applicant means:** The legal entity wishing to gain certification.

2.4 **Applicant Evidence means:** Material provided to CMI as supporting evidence for certification by the Applicant.

2.5 **Authorised Representative Means:** A Person who has been nominated as CMI's point of contact for the Applicant.

2.6 **Certificate of Conformity means:** A legal document issued under the requirements of the relevant Scheme and Scheme Owner in the form of a Certificate.

2.7 **Certification Activity means:** Works required to be completed in order to certify or maintain certification, including audits.

2.8 **Certification Scheme means:** Refers to the Scheme in which the product is being certified against.

2.9 **Certified Product means:** Finished product for which a Client may apply the mark of conformity, to demonstrate that the product conforms to the applicable scheme.

2.10 **Client means:** The legal entity certified by, or seeking, certification.

2.11 **Confidential Information means:** All information, knowledge, commercial information, intellectual property, drawings, samples, demonstrations and other description, whether subject to or protected by copyright, patent, trademark registration or unregistered of otherwise, which is designated as confidential or which by nature is confidential or which is disclosed in circumstances importing an obligation of confidence, disclosed or communicated directly or indirectly (whether in writing or orally) before and after the date of the Certification Agreement by either Party to another.

2.12 **Corrective Action means:** works required by Client, or their affiliates, in order to rectify a Non-Conformity issued by CMI for breach of CMIs Terms & Conditions and applicable Scheme Rules.

2.13 **Evidence means:** Material provided to CMI as supporting evidence for certification.

2.14 **Expert Opinion means:** Technical opinion obtained by CMI from a suitably qualified person/organisation with which CMI has engaged under contract. CMI has in place all relevant agreements with these parties, including Confidentiality and Non-Disclosures etc.

2.15 **Fee means:** Fees associated with the certification activities.

2.16 **Intellectual Property means:** All rights, including the right to apply for registration, with respect to any creative effort resulting from intellectual activity in any fields, including but not limited to patents, patentable inventions, registered and unregistered trade marks (including services marks), copyright, and Confidential Information.

2.17 **Licenced Certification Mark means:** Any symbol, word and/or other signs that signifies that a product, process and/or service has been certified by CMI.

2.18 **Mark of Conformity means:** the certification trademark applied by or issued in accordance with the applicable Scheme Rules.

2.19 **Materials means:** Products, information and promotional material about the product, process and/or service.

2.20 **Suspension means:** When a current Certificate is placed on hold due to a breach and is invalid until the breach has been rectified to a condition acceptable by CMI.

2.21 **Termination means:** When a Certificate of Conformity, and its license number, is no longer active and cannot be reinstated.

3. CONFIDENTIALITY

3.1 The Client must not disclose any information provided by CMI to an outside third party without the consent of CMI.

3.2 All Confidential Information provided to CMI by the Client, Client and/or Authorised Representative is for the sole purpose of consideration, advisement and/or evaluation for the certification activities.

3.3 CMI ensures that all of its employees, contractors and agents treat all information supplied by the Client, Client and/or Authorised Representative as confidential and as such does not disclose any information without consent from the Client. All information provided by the Client remains the property of the Client.

3.4 All Parties acknowledge that any breach of the Terms and Conditions may result in legal action.

3.5 CMI agrees that it will not disclose any information provided by the Client to any other party, nor publish, use, reproduce and/or copy the Confidential Information, or allow it to be published, used, reproduced and/or copied by any other party without prior consent from the Client, unless required by law.

4. LIMITATION OF LIABILITY

4.1 The Client indemnifies CMI from and against all expenses, losses, damages and costs (for a Solicitor or own Client basis, and whether incurred by or awarded against CMI) that CMI may sustain or incur as a result, whether directly or indirectly, of any breach of Agreement and/or CMI's Terms and Conditions by the Client.

4.2 Excluded from this document are all terms, conditions, warranties, general law and implied or conferred by statute (including the Trade Practice Act, 1974).

4.3 CMI reserves the right to follow are required liability to the existent of the law.

4.4 CMI excludes liability for any loss or damages suffered by the Client or Client arising in any way out of any services rendered by CMI.

4.5 CMI by issuance of a Certificate, does not in any way warrant, guarantee or recommend the product which is the subject of the Certificate.

5. RESPONSIBILITIES OF CLIENT

5.1 It is a requirement that no conduct is engaged that may mislead or deceive any person(s) or organisation(s) in relation to the Certification, including, but not limited to the nature, status or scope or its relationship with CMI.

5.2 The Client must promptly comply with any and all directions given by CMI to correct any conduct or misrepresentation.

5.3 All rules and governance of the Scheme Rules and CMI are to be abided by at all times.

5.4 The Client warrants that all information provided to CMI is complete and accurate to the Client's best knowledge.

5.5 It is the responsibility of the Client to ensure that all required data/documentation/information remains current in accordance with CMIs requirements for Evidence in Support of Certifications.

5.6 It is the responsibility of the Client to ensure effective control over the manufacture of the product vie the implementation and maintenance of a Quality Plan as required by the applicable Scheme Rules.

5.7 The Client must ensure that any supplied installation manual, brochures, data sheets etc do not contradict the information provided on the Certificate of Conformity.

5.8 The Client agrees to cooperate with CMI, including its staff, Auditors, Audit Observers, Technical Experts, Consultants, Regulators etc. The Client shall retain the right to refuse or object to any particular person(s) with supplied supportive grounds.

5.9 The Client has the right to lodge a complaint and/or appeal with CMI during any stage of the certification activities, this can be completed via the CMI Website. CMI investigate all Complaints and Appeals in accordance with CMIs procedure for the investigation of Certification Decisions – Complaints/Appeals. This procedure is available upon request.

5.10 The Scheme Owner does not make any representations, warranties or guarantees, and accepts no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency or completeness of any material contained within a Certificate of Conformity.

5.11 The Client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the Certification Body;

5.12 If the certification applies to ongoing production, the certified product continues to fulfil the product requirements;

5.13 The Client makes all necessary arrangements for:

a. The conduct of the evaluation and surveillance (if required) including provision for examining documentation and records, and access to the relevant equipment location(s), area(s), personnel, and client's subcontractors;
b. Investigation of complaints;
c. The participation of observers, if applicable;

5.14 The Client makes claims regarding certification consistent with the scope of certification;

5.15 The Client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorised;

5.16 Upon suspension, withdrawal, expiry or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;

5.17 If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;

5.18 In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme;

5.19 The Client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;

5.20 The Client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and

a. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
b. documents the actions taken;

5.21 the Client informs the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.

Note – Examples of changes can include the following:

- the legal, commercial, organisational status or ownership;
- organisation and management (e.g. key managerial, decision-making or technical staff);
- modifications to the product or the production method;
- contact address and production sites; and
- major changes to the quality management system.

6. EVALUATION ACTIVITIES

6.1 Certification will be granted by CMI if the Client's product, process and/or service complies with the relevant Scheme Rules, standards and/or clauses under which the Client is seeking certification for without any open Major or Critical Non-Conformities.

6.2 If certification is not granted, the Client will be notified and advised of appropriate actions to gain certification. An appeal may be lodged with CMI.

7. ANNUAL SURVEILLANCE

7.1 Surveillance Audits are a mandatory requirement of certification under all Schemes offered by CMI. The Surveillance Audit is to be completed in accordance with CMIs Surveillance and Renewal Policy and Procedure (available on request) and the relevant scheme rules.

7.2 It is the responsibility of the Client to ensure the Surveillance activities begin on time.

7.3 Failure to complete any requested Audits will result in Corrective Actions being issued against your certification and may result in the suspension and/or termination of your certification.

7.4 Declarations must be supplied confirming manufacturing details of the certified product.

8. CHANGES AFFECTIVE CERTIFICATION

8.1 Any changes made to ANY aspect of the company, product manufacture, process and/or service must be reported to CMI immediately, along with any relevant evidence via CMIs Online Forms. CMI will determine any additional evaluation activities for completion. Failure to notify CMI of any changes may result in the issuance of Corrective Actions.

8.2 The Client will be restricted to the use of approved materials for their certificate product. Where the Client wishes to update the approved supplier, this must be notified to CMI as a Change Affecting Certification, CMI will notify the Client of the requirements to facilitate this change.

9. NON-CONFORMITIES

9.1 Non-Conformities may be issued any time during the life of the certification. The Client is required to action these Non-Conformities in accordance of the direction given by CMI. Failure to correct the Non-Conformities may result in suspension of the certification.

10. CERTIFICATE OF CONFORMITY

10.1 The Certificate Holder and/or Authorised Representative must not modify, deface, alter or destroy the Certificate, Badges, Logos, and Licence issued by CMI.

10.2 The Certificate Holder and/or Authorised Representative may publicise that the Licence has been granted and may use the Certificate, Badges, Logos, and Licence as evidence in accordance with the Scheme Rules and CMI's Terms and Conditions. The Licence Number must be legible at all times, digitally or in print.

10.3 The original and all copies of the Certificate of Conformity, Mark of Conformity and Licence Number remain the property of CMI and/or the Scheme Owner and must be return if requested.

10.4 The Certificate Holder and/or Authorised Representative warrants to CMI that the Licenced Certification Mark is used only in accordance with the Licence.

10.5 Reproduce the Certificate of Conformity only in its entirety.

11. LOGO AND MARKING USAGE

11.1 The client shall comply with the CMI Style Guide regarding Marking and use of the CMI, Scheme and JAS-ANZ mark of Conformity available from the CMI website https://certmark.org/documents/.

11.2 . The client shall not use the Certificate of Conformity, Mark of Conformity, Badges and Licence Number in such a manner that brings CMI or any government body into disrepute

12. SUSPENSIONS / EXPIRY / TERMINATIONS

12.1 The Client may terminate the contract held with CMI at any time, with fourteen (14) days prior notice.

12.2 CMI may terminate the contract with the Client, should the Client be in breach of CMI's Terms & Conditions and/or the relevant Scheme Rules and/or issuance of any non-conformances, and failure to rectify them within the allocated timeframe.

12.3 If a Client's Certificate is Suspended/Expired/Terminated/Withdrawn or the contract is terminated with CMI, the Client and/or Authorised Representative must immediately:

- Pay any outstanding invoices to CMI;
- Cease to use any Certification Mark(s) supplied to the Client by CMI;
- Withdraw from public display;
- Cease using promotional material including advertising and any other publications that list the Certificate and/or any Marks;
- Take the necessary steps to notify staff, suppliers and customers the certification has been withdrawn;
- Take the necessary steps to ensure that third parties are not mislead to believe that certification is still current;

12.4 Following a Suspension/Expiry, a maximum allowance of 90 days (Business) is allowed to reinstate your Certification. Failure to reinstate within this strict timeframe will result in the termination of your Certification and License Number. In this instance, a new application will be required and the process for certification shall be re-started.

13. FEES & INVOICING:

13.1 **General** – All fees are required to be paid prior to commencement of the certification activity;

13.2 **Invoicing & Payment Terms** – Payment terms for all invoices, unless otherwise stated by CMI, is fourteen (14) days. Failure to pay an invoice on time, will result in an administration fee of 5% of the total of the invoice being added to the invoice and the issuance of a Corrective Action. Continued failure to pay outstanding fees, will result in the Suspension and potential Termination of the Certification.

13.3 **Allowed timeframes** – CMI reserves its right to invoice for time incurred outside of the allocated timeframes as relevant.

13.4 **Expert Opinions** - Where it is determined that expert opinions are necessary, CMI will provide an indicative cost for this work where possible prior to proceeding.

13.5 **Expenses** – All additional expenses that have resulted from the certification activities, such as travel and accommodation are billable. Payment for expenses may be required in order to finalise the relevant certification activity.

13.6 **Travel time** is applicable from start of journey to arrival at premises and is based on an hourly rate as incurred.

13.7 **Refund** – If CMI is unable to finalise the certification because the product fails to meet the claimed code compliance, or the manufacture of the product is deemed to be noncompliant CMI may consider an application for a refund of monies paid. Any refund will only be applicable for the stages of certification that CMI has yet to undertake and will be at the discretion of CMI.

13.8 **Re-booking Fee** – If an audit is cancelled within fourteen (14) days of the audit date or is required to be completed on a different date, an additional fee may be invoiced at $500 (ex GST) for administrative costs. Travel or accommodation booked (expenses) may still be payable, along with any new expenses incurred as a result of the change/cancellation.

13.9 **Query/Advice/Complaint/Investigation Fees** - CMI reserves its right to invoice for this work in accordance with section 14 and 15 below.

14. ADVISORY NOTICES

14.1 CMI, from time to time, will notify the Applicant or Certificate Holder of changes that are made to either the Scheme or these Terms and Conditions.
14.2 For notices that require action by the Applicant or Certificate Holder, a time frame that the action is required by will be issued alongside the notice.
14.3 Failure to respond appropriately or as directed may result in the issuance of a Corrective Action.

15. COMPLAINTS / APPEALS / INVESTIGATIONS

15.1 The Client has the right to lodge a complaint and/or appeal with CMI during any stage of the certification activities, this can be completed via the CMI Online Forms.
15.2 Complaints and Appeals shall be managed in accordance with CMIs Quality Procedure for Complaints and Appeals.
15.3 Should CMI be requested to conduct an investigation by a regulatory body, JAS-ANZ or the ABCB and/or believe an investigation is warranted for any reason, this could be resultant of an external complaint, query or advice received from the public which CMI believe requires investigation, all Certification Activities, Expenses and/or Expert Opinions are billable to the client as incurred. It is the client's responsibility to seek reimbursement from external parties as required. CMI will notify its clients where an investigation is warranted.
15.4 Where a complaint/investigation has been made against your product from the public* and the outcome of that investigation is in your favour, CMI will, where possible, invoice this work to the organisation/person who filed the complaint. Where this is not possible, you will be invoiced directly. Payment must be made within CMIs Payment Terms.
*CMI are unable to issue invoices to government/regulatory bodies – Inc. JAS-ANZ, ABCB, Councils etc.

16. QUERIES / ADVICE

16.1 CMI will assist clients wherever possible with queries, advice, technical opinions, liaising with external parties on various matters on your behalf etc, however Expenses and/or Expert Opinions are billable.
16.2 CMI do not invoice clients for basic queries from external parties on the status of their certification; however, should enquiries require additional works/time/resources, the decision to invoice for this will be discussed on a case by case basis where possible.

17. CMI RESPONSIBILITIES

17.1 CMI shall be impartial of the certification activities conducted. Furthermore, commercial, financial or other means shall not comprise CMI impartiality.
17.2 All information supplied to CMI by the Client is deemed to be confidential, unless the information is publicly available.
17.3 If CMI is required by law to release confidential information, the Client shall be notified, unless prohibited by law.
17.4 CMI is responsible for all decisions pertaining to Certification (e.g. granting, maintaining, renewals, suspensions, withdrawals etc.).
17.5 CMI shall maintain a register of all Certifications issued by CMI.
17.6 All personnel employed or contracted by CMI including observers, shall be competent in their respective duties and are bound by strict confidentiality.
17.7 CMI is responsible to verify the Client's continual conformity under the Scheme Rules, Terms and Conditions and this Agreement.
17.8 CMI is responsible to investigate the actions of the Client where appropriate. This includes monitoring publications and websites to ensure that conformance under the relevant Scheme Rules, Terms and Conditions and this Agreement are being met.

SCHEME CERTIFICATION AGREEMENTS

CODEMARK AUSTRALIA SCHEME

1. APPROXIMATE TIMEFRAME

1.1 CMI anticipates the completion of the works listed in the Evaluation Plan shall be finalised within a reasonable timeframe of receipt of all the required data, assuming no delay as a result of payment of invoice(s) and/or availability to conduct onsite audits as required. Where possible CMI shall endeavour to provide a more specific timeframe, however, this timeframe may be exceeded due to one or a combination of the following (this list is not exhaustive):

i. Queue of existing works
ii. Failure to pay for the relevant stages for completion
iii. Number and content of supplied data.

1.2 CMI shall do its best to ensure completion within this timeframe however, delays may be experienced due to scheduling delays resultant from additional time needed in order to complete stages or where subsequent reviews are required, or should Non-Conformities be issued (Refer Additional Work).

2. PAYMENT TERMS

2.1 Payment terms for all invoices, unless otherwise decided by CMI, is fourteen (14) days. Failure to pay an invoice on time, without cause, will result in an administration fee of 5% of the total of the invoice being added to the invoice.

2.2 In line with CMI's Terms and Conditions, failure to pay an invoice may be cause for corrective action to be undertaken by CMI.

3. ADDITIONAL WORK

3.1 Additional audit work, such as addressing outstanding or abnormal issues, non-conformities, follow-up audits, added scope, etc., will be charged at the relevant daily or hourly rates current at the time, which are subject to change. Additional audit work will also incur travel, accommodation and disbursements charges, which will be charged to the Client.

4. EXPENSES

4.1 All additional expenses that have resulted from the certification activities, such as travel and accommodation are charged accordingly.

5. NON-CONFORMITIES - DURING INITIAL CERTIFICATION

5.1 In accordance with Section 4, Clause 7.4.1.3 of the CodeMark Australia Scheme Rules Version 2016.1, 'A Certification Body must ensure there is sufficient evidence of Product conformity through various forms of determination activities including where relevant a report from a Registered Testing Authority, a current Certificate of Conformity or Certificate of Accreditation...'.

5.2 '...The method of evaluation undertaken by the Certification Body in assessing the documentation must include the determination activities associated with a sample or samples that are representative of the Product as used or installed.'

5.3 Where claims cannot be substantiated, a Non-Conformity will be issued in accordance with C7.4.4.1.

5.4 Section C7.4.4.1 confirms there are three levels of nonconformity:

i. **Critical** - a nonconformity, where the potential impact warrants immediate corrective action.
ii. **Major** - a nonconformity where the potential impact is likely to compromise compliance if no remedial action is taken to correct the nonconformity within a specified period.

iii. **Minor** - a nonconformity where the potential impact of the nonconformity is not likely to compromise compliance.

5.5 CMI designates the following timeframes for the above non-Conformities. CMI may, at its discretion lessen or extend the timeframes depending on the nature of the Non-Conformity or the action required. Failure to meet the supplied action dates, which will be provided in the Non-Conformities section of the relevant report, may result in your application being withdrawn.

i. Minor – Dependant on the nature of the N/C
ii. Major – up to 7 days
iii. Critical – Immediate rectification. Products shall not be produced until the critical non-conformity is closed

5.6 In accordance with section C7.4.4.2 of the CodeMark Australia Scheme Rules Version 2016.1, Where more than one related minor nonconformity is raised which collectively present a high risk or potential high risk, the nonconformities are to be classified as critical or major immediately by the person undertaking the evaluation for the Certification Body.

5.7 In accordance with section C7.4.4.3 of the CodeMark Australia Scheme Rules Version 2016.1, A Certification Body must not issue a Certificate of Conformity until critical or major nonconformities have been corrected and the corrective action is verified by the Certification Body. Depending on the nature of the nonconformity, critical nonconformity may require onsite verification, verification by testing, or verification by examination of revised Product instructions.

6. ONGOING REQUIRMENTS

6.1 Ongoing maintenance (including Surveillance and Renewal Audits) is required to be completed in order to conform to the CodeMark Scheme Rules and CMI's Terms and Conditions.

6.2 It should be noted that:

- A CodeMark Australia Certificate of Conformity is valid for 3 years maximum unless there have been changes within that period to the relevant product or the applicable specification. The Certificate of Conformity will enter a new certification cycle upon successful completion of the Renewal requirements.
- A CodeMark Australia Licence grants the Approved User use of the Mark of Conformity. A CodeMark Australia Licence is valid for 12 months maximum and is automatically renewed annually following product conformity surveillance conducted by the relevant Approved Certifier, unless the licence is relinquished, cancelled or suspended.

7. SURVEILLANCE AUDITS

7.1 As part of the CodeMark Scheme Rules, routine Surveillance of all Certificate Holders and Products covered by Certificates of Conformities are required to be undertaken. In line with Section 7.9 of the CodeMark Australia Scheme Rules Version 2016.1, for the purpose of a Surveillance Audit, the following is required to be undertaken:

a. Review of the Product Quality Plan (This is conducted via an onsite Manufacturing/Supply Chain Audit);
b. Assessment of any changes to the NCC that may impact the certification of the Certified Product;
c. Assessment of the content of the Certificate of Conformity, for ongoing accuracy and completeness;
d. Ensuring the Certificate of Conformity is correctly displayed on the Register of Certificates of Conformity.

7.2 This audit is to be completed by person(s), deemed by CMI, to meet the minimum criteria to perform this audit. CMI have established this criteria in accordance with the requirements of ISO/IEC 17065:2012 section 6.1.1.2.

8. RENEWAL AUDITS

8.1 As part of the CodeMark Australia Scheme Rules version 2016.1, a Renewal for a Certified Product is required to be undertaken prior to the date of expiry of the Certificate of Conformity.

8.2 In line with Section 7.9.5 of the CodeMark Australia Scheme Rules version 2016.1, for the purpose of the renewal, a full review of the evaluation plan and all current supporting documentation is required to be undertaken. This involves:

a. a review of the Product Quality Plan (This is conducted via an onsite Manufacturing/Supply Chain Audit);

b. an assessment of the content of the Certificate of Conformity for ongoing accuracy and completeness;

c. considering any complaints or feedback on the Product or Certified Product;

d. considering any Product or Certified Product alterations;

e. considering any changes to the NCC and how these effect the Product or Certified Product; and

f. considering any past or current non-conformities of the Product or Certified Product.

8.3 This audit is to be completed by person(s), deemed by CMI, to meet the minimum criteria to perform this audit. CMI have established this criteria in accordance with the requirements of ISO/IEC 17065:2012 section 6.1.1.2.

8.4 This audit is conducted in lieu of a Surveillance Audit and includes a technical review of documentation to ensure validity of data. CMI may require additional data be supplied, which should be supplied to ensure no compliance is maintained.

9. NON-CONFORMITIES - CERTIFIED PRODUCTS

9.1 In accordance with section C.9.4.1, If a Certification Body becomes aware of any nonconformity of any aspects of certification of a Certified Product, written notice must be promptly provided to the relevant Certificate Holder setting out:

a. a description of the nonconformity;

b. the action required to correct the nonconformity; and

c. the date by when the action must be completed (the close out date).

9.2 This notice is referred to as a Corrective Action Request (CAR).

9.3 Section C7.9.4.2, there are three levels of Non-Conformities:

a. Critical nonconformity

If a critical nonconformity is found, products shall not be produced until the critical nonconformity is closed. A Certification Body must conduct onsite verification of effective implementation of any corrective action. A Certification Body must immediately suspend or withdraw the Certificate of Conformity if a critical nonconformity is not actioned by a Certificate Holder by the close out date.

a. Major nonconformity

If a major nonconformity is found, the close out date must not exceed 7 days.
A Certification Body must conduct verification of effective implementation of any corrective action.
A Certification Body must determine that a major nonconformity is now a critical nonconformity if a major nonconformity is not actioned by a Certificate Holder by the close out date.

b. Minor nonconformity

If a minor nonconformity is found, the Certification Body must agree a suitable close out date with the Certificate Holder. The close out date agreed must reflect the level of risk associated with the nature of the nonconformity and specify the corrective action required.
A Certification Body must take the following action if a minor nonconformity is not actioned by a Certificate Holder by the close out date:

i. review the reasons for non-action with the Certificate Holder; and

ii. depending on the nature of the nonconformity and its potential to affect compliance:

iii. determine that a minor nonconformity still exists and set a new close out date; or

iv. determine that the nonconformity is now a major or critical nonconformity and escalate the nonconformity.

10. TERMINATION, REDUCTION, SUSPENSION OR WITHDRAWAL OF CERTIFICATION

10.1 CMI may reduce, suspend or withdraw Certificates of Conformity at any time, if CMI finds you in breach of CMI's Terms and Conditions and/or the CodeMark Australia Scheme Rules, payment to CMI has ceased or there are outstanding payments, and/or changes are made to the product, process and/or service without notification to CMI.

10.2 The CodeMark Scheme Rules Section C7.11.1.1 states: CMI may reduce, suspend or withdraw Certificates of Conformity at any time for:

a. a breach of these Rules;
b. a breach of the conditions of a Certificate of Conformity;
c. a critical nonconformity (see Rule C7.4.4.1);
d. significantly changing a characteristic of the Certified Product without prior notification to the Certification Body;
e. failure to pay any fees, costs or charges associated with the certification;
f. failure to comply with the procedures of a Certification Body; or
g. misuse of the Mark of Conformity.

11. SUSPENSIONS/EXPIRY

11.1 If the Certificate is Suspended or Expired, CMI will outline what steps are needing to take place to rectify the Suspension/Expiry.

11.2 If these steps are completed to the satisfaction of CMI, the suspension will be lifted. Following a Suspension/Expiry, a maximum allowance of 90 days (Business) is allowed to reinstate your Certification. Failure to reinstate within this strict timeframe will result in the termination of your Certification and License Number. In this instance, a new application will be required and the process for certification shall be re-started.

12. WITHDRAWALS/TERMINATIONS

12.1 In accordance with CodeMark Scheme Rules section C7.11.1.2, If a Certificate is cancelled/withdrawn or the contract is terminated with CMI, you must immediately:

- In the case of a voluntary withdrawal, you must immediately complete an online withdrawal request form.
- Pay any monies outstanding to CMI;
- Cease to use any certification mark(s) supplied by CMI;
- Withdraw from public display and destroy any physical copies of the Certificate;
- Withdraw all promotional material including advertising and any other publications that list the Certificate and/or any marks;
- Issue a notice to any and/or all staff, suppliers, and customers advising of the cancellation of Certification;
- Issue a prominent notice to your company's website informing the public with the Withdrawal/ Cancellation/ Termination.
- Take any necessary steps to ensure that third parties are not misled to believe the Certification is still current.

WATERMARK SCHEME

1. MARKING REQUIREMENTS

1.1 In accordance with 9.6.2 of the Watermark Scheme Rules Version 2016, when applying for product certification, it is important to resolve the issue of product marking at an early stage. To change marking requirements at a late stage in product development could entail additional cost. Planning allows for time to evaluate the best method of incorporating the WaterMark on the product.

1.2 Techniques such as moulding, casting, etching, ink printing, embossing, labelling, painting, stamping, or laser printing, should be considered to produce the desired effect.
1.3 Marks of Conformity shall be durable, or incorporated in such a way as to reveal clear evidence of tampering.
1.4 When applied, the WaterMark shall be clearly visible and legible. In addition to the Mark of Conformity, any other marking called up by the applicable specification must be included.
1.5 In addition to the above, products shall have appropriate marking applied for traceability, identification of a licensed product by installers and other markings relevant to the correct installation and operation of the product.
1.6 Markings to be placed on products or packaging shall, as a minimum, include the following:

a. Approved User's name, brand or trademark;
b. WaterMark;
c. Licence number;
d. Batch identification (as required by the applicable specification);
e. Number of the applicable specification, e.g. WMTS XXX or AS XXXX; and
f. Other markings relevant to the correct installation and safe operation of the product, e.g. witness marks, use-by dates, direction of flow, and direction of opening/closing.

2. SCOPE OF USE

2.1 Product(s) shall be provided with a WaterMark Scope of Use. A product displaying a Mark of Conformity but without the required Scope of Use is not an authorised product.
2.2 The Scope of Use shall be a statement by the Applicant/Certificate Holder specifying the intended use of the product. The Scope of Use may include any limitations to the application of the product such water pressure, water temperature or any other operating circumstances.
2.3 The statement shall be included with the product when sold and shall be clearly visible and comprehensible to the intending purchaser and user. The statement may be stamped onto the product, printed on the packaging or included as part of the installation instructions.
2.4 Where it is not possible to include this statement as outlined it may be permissible to include advice that the statement is available from a website.

3. APPROXIMATE TIMEFRAME

3.1 CMI anticipates the completion of the works listed in the Evaluation Plan shall be finalised within a reasonable timeframe of receipt of all the required data, assuming no delay as a result of payment of invoice(s) and/or availability to conduct onsite audits as required. Where possible CMI shall endeavour to provide a more specific timeframe, however, this timeframe may be exceeded due to one or a combination of the following (this list is not exhaustive):

i. Queue of existing works
ii. Failure to pay for the relevant stages for completion
iii. Number and content of supplied data.

4. PAYMENT TERMS

4.1 Payment terms for all invoices, unless otherwise decided by CMI, is fourteen (14) days. Failure to pay an invoice on time, without cause, will result in an administration fee of 5% of the total of the invoice being added to the invoice.
4.2 In line with CMI's Terms and Conditions, failure to pay an invoice may be cause for corrective action to be undertaken by CMI.

5. ADDITIONAL WORK

5.1 Additional audit work, such as addressing outstanding or abnormal issues, non-conformities, follow-up audits, added scope, etc., will be charged at the relevant daily rates current at the time. This daily

rate is subject to change. Additional audit work will also incur travel, accommodation and disbursements charges.

5.2 These additional fees will be quoted to the Applicant prior to commencement of the certification activity.

6. EXPENSES

6.1 All additional expenses that have resulted from the certification activities, such as travel and accommodation are charged accordingly.

7. ONGOING REQUIRMENTS

7.1 Ongoing maintenance (including Surveillance and Re-Certification Audits) is required to be completed in order to conform to the WaterMark Scheme Rules and CMI's Terms and Conditions.

7.2 As per the Scheme Rules, it should be noted that the WaterMark Certificate of Conformity and the WaterMark License are classed as separate:

- A WaterMark Certificate of Conformity is valid for 5 years maximum unless there have been changes within that period to the relevant product or the applicable specification.
- WaterMark Licence grants the Approved User use of the Mark of Conformity. A WaterMark Licence is valid for 12 months maximum and is automatically renewed annually following product conformity surveillance conducted by the relevant Approved Certifier, unless the licence is relinquished, cancelled or suspended.

8. SURVEILLANCE AUDITS

8.1 Surveillance Audits are a requirement for each certification and are completed in accordance with the WaterMark Scheme Rules. This audit is a routine desktop annual Surveillance Audit, whereby we are required to complete the following:

a. request and/or review type testing as per the product specification and when one or more of the following occurs: a change in specification, design, material, manufacturing process or location; and

b. as a minimum annually, product inspection of product samples from, or intended for, the Australian market:

i. samples for product inspection shall be selected by the Approved Certifier from the factory/factories, warehouse or from the market;

ii. samples shall be representative of the range of products / families of products included on the WMCC;

iii. the scope of inspection shall not be less than that defined in the applicable specification for product inspection or, where not specified, a scope developed by the Approved Certifier;

iv. examination shall include reviewing the product markings, claims associated with a product; installation instructions and WaterMark Scope of Use included with the product;

v. characteristics/critical attributes of the product against specifications and drawings; individually certified integral components against Licence details; and any other aspects identified by the Approved Certifier;

vi. dis-assembling the product if required; and

c. as a minimum annually, a desktop review of:

i. batch release test results;

ii. any complaints;

iii. any non-conformities;

iv. consistency with applicable specifications;

v. certification currency of individually certified integral components; and

vi. the Approved User's declaration of conformity with the WaterMark Licence; and

vii. Manual for the WaterMark Certification Scheme

d. ensuring the Approved User's declaration includes that there is no change to design, material, manufacturing process or location, integral products with individual certification, etc. or to provide details where there is a change; and

e. if the Approved Certifier has concerns arising from the annual review, those concerns shall be investigated and resolved by the Approved Certifier prior to re-issuing of the WaterMark Licence. This may require follow up activities including but not limited to factory inspection and re-testing.

9. RE-CERTIFICATION AUDITS

9.1 A Re-certification for a Certified Product is required to commence 3 months prior to the date of expiry of the Certificate of Conformity.

9.2 For the purpose of the re-certification, a full review of the certification is required, inclusive of the requirements for the Annual Surveillance Audit as details in the above section.

9.3 Re-certification shall comprise product testing and factory assessment as follows:

i. samples for product testing shall be selected by the Approved Certifier from the factory/factories, warehouse or from the market;

ii. samples shall be representative of the range of products / families of products included on the WMCC;

iii. for products that have been added to the WMCC after initial certification, re-evaluation testing shall commence within three months of the fifth anniversary of the certification decision;

iv. the scope of testing shall not be less than that defined in the applicable specification for re-evaluation testing or, where not specified, for batch release testing or, where not specified, a scope developed by the Approved Certifier; and

v. re-evaluation testing shall be conducted by an accredited testing laboratory;

vi. on-site assessment of manufacturing quality management system and production process at each location. The scope shall be as per the initial assessment.

10. NON-CONFORMITIES

10.1 In accordance with the requirement of ISO/IEC 17065:2012, section 7.4.6, CMI shall inform the Client of all non-conformities. Further, if one or more nonconformities have arisen, and if the interest is expressed in continuing the certification process, CMI shall provide information regarding the additional evaluation tasks needed to verify that non-conformities have been corrected.

10.2 If the Client agrees to completion of the additional evaluation tasks, the relevant Certification Activity shall be repeated.

10.3 In accordance with section 11.5.2, Non-conformity with any aspects of certification shall be dealt with formally and shall be the subject of a Corrective Action Request (CAR).

10.4 **Critical Non-Conformity** – where the potential impact warrants immediate corrective action:
A CAR is to be raised requiring immediate corrective action to be taken. The ABCB is to be notified within 7 days. Further products shall not be produced until the CAR is closed. Critical non-conformity shall require verification of effective implementation of corrective action. If the CAR is not closed out by the agreed date, CMI shall immediately suspend or withdraw the Watermark Certificate of Conformity.

10.5 **Major Non-Conformity** – where the potential impact is likely to compromise compliance if no remedial action is taken to correct the non-conformity:
A CAR is to be raised and a close out date set in consultation with the Administering Body (JAS-ANZ). Major non-conformity shall require verification of effective implementation of corrective action. If the CAR is not closed out by the agreed date, CMI shall determine that the non-conformity is now a critical non-conformity and take appropriate action.

10.6 **Minor Non-Conformity** – where the potential impact of the non-conformity is not likely to compromise compliance:

A CAR is to be raised and a suitable closeout date set. The close out date should reflect the potential impact of the non-conformity and its ease of rectification. Close out shall normally be at the next surveillance evaluation.

If a minor CAR is not closed out by the agreed date, CMI shall review the reasons for non-closure with the Certificate Holder and depending on the nature of the non-conformity and its potential to affect compliance, shall take one of the following actions:

a. determine that a minor non-conformity still exists, cancel the existing CAR and raise a new CAR with a new close out date agreed with the Certificate holder, reporting the action in the evaluation report; or
b. determine that the non-conformity is now a major or critical non-conformity and raise a CAR with a close out date as required for major or critical non-conformity.

10.7 In accordance with the WaterMark Scheme Rules section 8.15, The Watermark Certificate of Conformity Holder shall notify immediately CMI of any issue that affects CMI's certification decision. Where a breach of the conditions of the WaterMark Certification Scheme has been substantiated, CMI may require the Certificate Holder to undertake the following actions:

a. For products in stock or in production - removal of the Watermark Certificate of Conformity Number and WaterMark or rework to ensure compliance with the conditions of certification.
b. For products already despatched - removal of the Watermark Certificate of Conformity Number and WaterMark or recall of the product identified on the relevant Watermark Certificate of Conformity and rework to ensure compliance with the conditions of certification.
c. A public disclosure.

10.8 Where the breach has been substantiated, the Administering Body (JAS-ANZ) may undertake a public disclosure.

11. TERMINATION, REDUCTION, SUSPENSION OR WITHDRAWAL OF CERTIFICATION

11.1 CMI may cancel or withdraw a WaterMark Licence at any time:

a. for breach of the Rules, this Manual, and procedures of the Scheme;
b. for breach of the conditions of the Approved User Agreement;
c. for failure to pay any fees, costs or charges payable under the Approved User Agreement;
d. if the Approved User becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors or if a company enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purpose of reconstruction) or has a receiver appointed to its business;
e. if an Approved User modifies a product, other than that permitted by CMI by the granting of a change to the WMCC, therefore breaching the undertaking given at the time of certification and invalidating the Approved User Agreement; or
f. if the Approved User fails to renew the certification within the required period after a change in the relevant applicable specification.

12. SUSPENSIONS/EXPIRY

12.1 If the Certificate is Suspended or Expired, CMI will outline what steps are needing to take place to rectify the Suspension/Expiry.

12.2 If these steps are completed to the satisfaction of CMI, the suspension will be lifted. Following a Suspension/Expiry, a maximum allowance of 90 days (Business) is allowed to reinstate your Certification. Failure to reinstate within this strict timeframe will result in the termination of your Certification and License Number. In this instance, a new application will be required and the process for certification shall be re-started.

13. WITHDRAWALS/TERMINATIONS

13.1 If a Certificate is cancelled/withdrawn or the contract is terminated with CMI, you must immediately:

- In the case of a voluntary withdrawal, you must immediately complete an online withdrawal request form.
- Pay any monies outstanding to CMI;
- Cease to use any certification mark(s) supplied by CMI;
- Withdraw from public display and destroy any physical copies of the Certificate;
- Cease from any promotional material including advertising and any other publications that list the Certificate and/or any marks;
- Issue a notice to any and/or all staff, suppliers, and customers of the cancellation of Certification;
- Issue a prominent notice to your company's website informing the public with the Withdrawal/ Cancellation/ Termination.
- Take any necessary steps to ensure that third parties are not misled to believe the Certification is still current.

PRODUCT CERTIFICATION SCHEME

1. MARKING REQUIREMENTS

1.1 In accordance with 4.11 of the CMI Product Certification Scheme Rules Version 2, when applying for product certification, it is important to resolve the issue of product marking at an early stage. To change marking requirements at a late stage in product development could entail additional cost. Planning allows for time to evaluate the best method of incorporating the marking on the product.

1.2 Techniques such as moulding, casting, etching, ink printing, embossing, labelling, painting, stamping, or laser printing, should be considered to produce the desired effect.

1.3 Marks of Conformity shall be durable, or incorporated in such a way as to reveal clear evidence of tampering.

1.4 When applied, the marking shall be clearly visible and legible. In addition to the Mark of Conformity, any other marking called up by the applicable specification must be included.

1.5 In addition to the above, products shall have appropriate marking applied for traceability, identification of a licensed product by installers and other markings relevant to the correct installation and operation of the product.

1.6 Markings to be placed on products or packaging shall, as a minimum, include the following:

a. Client's name, brand or trademark;
b. Mark of Conformity;
c. Licence number;
d. Batch identification (as required by the applicable specification);
e. Number of the applicable specification, e.g. AS/NZS XXX or AS XXXX; and
f. Other markings relevant to the correct installation and safe operation of the product, e.g. witness marks, use-by dates, direction of flow, and direction of opening/closing.

1.7 CMI require a Marking Proposal be supplied prior to the completion of the Technical Review.

2. APPROXIMATE TIMEFRAME

2.1 CMI anticipates the completion of the works listed in the Evaluation Plan shall be finalised within a reasonable timeframe of receipt of all the required data, assuming no delay as a result of payment of invoice(s) and/or availability to conduct onsite audits as required. Where possible CMI shall endeavour to provide a more specific timeframe, however, this timeframe may be exceeded due to one or a combination of the following (this list is not exhaustive):

i. Queue of existing works
ii. Failure to pay for the relevant stages for completion
iii. Number and content of supplied data.

3. PAYMENT TERMS

3.1 Payment terms for all invoices, unless otherwise decided by CMI, is fourteen (14) days. Failure to pay an invoice on time, without cause, will result in an administration fee of 5% of the total of the invoice being added to the invoice.

3.2 In line with CMI's Terms and Conditions, failure to pay an invoice may be cause for corrective action to be undertaken by CMI.

4. ADDITIONAL WORK

4.1 Additional audit work, such as addressing outstanding or abnormal issues, non-conformities, follow-up audits, added scope, etc., will be charged at the relevant daily rates current at the time. This daily rate is subject to change. Additional audit work will also incur travel, accommodation and disbursements charges.

4.2 These additional fees will be quoted to the Applicant prior to commencement of the certification activity.

5. EXPENSES

5.1 All additional expenses that have resulted from the certification activities, such as travel and accommodation are charged accordingly.

6. ONGOING REQUIRMENTS

6.1 Ongoing maintenance (including Surveillance and Re-Certification Audits) is required to be completed in order to conform to the CMI Product Certification Scheme Rules and CMI's Terms and Conditions.

7. SURVEILLANCE AUDITS

7.1 Certification Body will conduct Annual Surveillance Audits including:

- **a.** request and/or review type testing as per the product specification and when one or more of the following occurs: a change in specification, design, material, manufacturing process or location; and
- **b.** as a minimum annually, a review of:
  - **i.** batch release test results;
  - **ii.** any complaints;
  - **iii.** any non-conformities;
  - **iv.** consistency with applicable specifications; and
  - **v.** certification currency of individually certified integral components;
- **c.** ensuring that there is no change to design, material, manufacturing process or location, integral products with individual certification, etc. or to provide details where there is a change; and
- **d.** if the Certification Body has concerns arising from the annual review, those concerns shall be investigated and resolved by the Certification Body. This may require follow up activities including but not limited to factory inspection and re-testing.

7.2 The Certification Body may at its discretion choose to conduct an inspection of product samples:

i. samples for product inspection may be selected from the factory/factories, warehouse, from the market by a representative of the Certification Body;

ii. samples shall be representative of the range of products;

iii. the scope of inspection shall not be less than that defined in the applicable specification for product inspection or, where not specified, a scope developed by the Certification Body;

iv. examination shall include reviewing the product markings, claims associated with a product; installation instructions and the Scope of Use included with the product;

v. characteristics/critical attributes of the product against specifications and drawings; individually certified integral components against Licence details; and any other aspects identified by the Certification Body;

vi. dis-assembling the product if required.

8. RE-CERTIFICATION AUDITS

8.1 A Re certification Audit for a Certified Product will be completed prior to the date of expiry of the Certificate of Conformity.

8.2 For the purpose of the Re-Certification, a full review is required inclusive of the requirements for the Annual Surveillance Audit as detailed in the above section.

8.3 At the discretion of the Certification Body, Re-certification may also comprise of the following:

a. Product Testing

i. samples for product testing may be selected by the Certification Body from the factory/factories, warehouse, from the market or representative of the Certification Body;

ii. samples shall be representative of the range of products certified;

iii. the scope of testing shall not be less than that defined in the applicable specification for re-evaluation testing or, where not specified, for batch release testing or, where not specified, a scope developed by CMI; and

iv. re-evaluation testing shall be conducted by an accredited testing laboratory;

b. on-site assessment of manufacturing quality management system and production process at each location.

9. NON-CONFORMITIES

9.1 In accordance with the requirement of ISO/IEC 17065:2012, section 7.4.6, CMI shall inform the Client of all non-conformities. Further, if one or more nonconformities have arisen, and if the interest is expressed in continuing the certification process, CMI shall provide information regarding the additional evaluation tasks needed to verify that non-conformities have been corrected.

9.2 If the Client agrees to completion of the additional evaluation tasks, the relevant Certification Activity shall be repeated.

9.3 In accordance with section 7.1, Non-conformity with any aspects of certification shall be dealt with formally and shall be the subject of a Corrective Action Request (CAR).

9.4 **Critical non-conformity** – where the potential impact warrants immediate corrective action: A N/C is to be raised requiring immediate corrective action to be taken. Further products shall not be produced until the N/C is closed. Critical non-conformity shall require verification of effective implementation of corrective action. If the N/C is not closed out by the agreed date, the Approved Certifier shall suspend or withdraw the Certificate & License number.

9.5 **Major non-conformity** – where the potential impact is likely to compromise compliance if no remedial action is taken to correct the nonconformity: A N/C is to be raised and a close out timeframe of 7 days. Major non-conformity shall require verification of effective implementation of corrective action. If the N/C is not closed out by the agreed date, the Approved Certifier shall determine that the nonconformity is now a critical non-conformity and take appropriate action.

9.6 **Minor non-conformity** – where the potential impact of the non-conformity is not likely to compromise compliance: A N/C is to be raised and a suitable closeout date agreed with the Client. The close out date shall reflect the potential impact of the non-Conformity and its ease of rectification. Close out shall be dependent on the Non-Conformity however; shall normally be at the next surveillance evaluation.

If a minor CAR is not closed out by the agreed date, the Approved Certifier shall review the reasons for non-closure with the Client and depending on the nature of the non-conformity and its potential to affect compliance, shall take one of the following actions:

a. determine that a minor non-conformity still exists, cancel the existing N/C and raise a new N/C with a new close out date agreed with the Client, reporting the action in the evaluation report; or
b. determine that the non-conformity is now a major or critical nonconformity and raise a N/C with a close out date as required for major or critical non-conformity.

9.7 The Client shall notify CMI immediately of any issue that affects CMI's certification decision. Where a breach of the conditions of the Certification has been substantiated, CMI may require the Client to undertake the following actions:

a. For products in stock or in production - removal of the License Number and Certification or rework to ensure compliance with the conditions of certification.
b. For products already despatched - removal of the license Number and Certification or recall of the product identified on the CoC and rework to ensure compliance with the conditions of certification.
c. a public disclosure.

10. TERMINATION, REDUCTION, SUSPENSION OR WITHDRAWAL OF CERTIFICATION

10.1 CMI may cancel or withdraw a Product Certification at any time:

a. for breach of the Rules, this Manual, and procedures of the Scheme;
b. for failure to pay any fees, costs or charges payable;
c. if the Applicant/Certificate Holder becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors or if a company enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purpose of reconstruction) or has a receiver appointed to its business;
d. if an Applicant/Certificate Holder modifies a product, other than that permitted by CMI by the granting of a change to the Product Certification, therefore breaching the undertaking given at the time of certification and invalidating the Product Certification; or
e. if the Applicant/Certificate Holder fails to renew the certification within the required period after a change in the relevant applicable specification.

11. SUSPENSIONS/EXPIRY

11.1 If the Certificate is Suspended or Expired, CMI will outline what steps are needing to take place to rectify the Suspension/Expiry.

11.2 If these steps are completed to the satisfaction of CMI, the suspension will be lifted. Following a Suspension/Expiry, a maximum allowance of 90 days (Business) is allowed to reinstate your Certification. Failure to reinstate within this strict timeframe will result in the termination of your Certification and License Number. In this instance, a new application will be required and the process for certification shall be re-started.

12. WITHDRAWALS/TERMINATIONS

12.1 If a Certificate is cancelled/withdrawn or the contract is terminated with CMI, you must immediately:

- In the case of a voluntary withdrawal, you must immediately complete an online withdrawal request form.
- Pay any monies outstanding to CMI;
- Cease to use any certification mark(s) supplied by CMI;
- Withdraw from public display and destroy any physical copies of the Certificate;
- Cease from any promotional material including advertising and any other publications that list the Certificate and/or any marks;
- Issue a notice to any and/or all staff, suppliers, and customers of the cancellation of Certification;

- Issue a prominent notice to your company's website informing the public with the Withdrawal/ Cancellation/ Termination.
- Take any necessary steps to ensure that third parties are not misled to believe the Certification is still current.

SCHEME OF TESTING AND INSPECTION

1. INTRODUCTION

1.1 The Scheme of Testing and Inspection (STI) is the procedure by which the Client and CMI agree to the control over the production process. The Client is then required to exercise this control when operating the certification mark and licence. The STI contains the following provisions:

i. Markings to be applied on the Product and the method of applying relevant marks/logos;
ii. Definition of control unit;
iii. The levels of control to be applied;
iv. Acceptance criteria, control unit wise;
v. Frequency of sampling and tests on raw materials, in process materials and finished products; and
vi. Directions to licensees in the event of quality related problems.

2. SCOPE AND GENERAL

2.1 It is a prerequisite that the Client agrees to implement an STI in order for certification to be granted.

2.2 The Client agrees to adopt the STI outlined in this section, and as applicable to the product which will satisfy the quality requirements of:

i. ISO 10005:2005 Product Quality Plan (PQP);
ii. The relevant scheme rules and governing bodies; and
iii. Internationally accepted accredited testing regimes.

3. SUPPLY OF ADDITIONAL DATA

3.1 **Type of Data**

3.2 The Client agrees to supply additional data (where requested) to gain and/or maintain certification for the applicable clauses and/or standards to the relevant scheme.

Evidence Criteria

3.3 All data supplied as evidence to CMI to show conformity of the product, shall be:

i. completed by bodies in accordance with the requirements of CMI's Acceptance Criteria for Evidence in Support of Certifications - CMI-AC-ESC, available upon request; and
ii. completed in English;

4. TEST RESULTS

4.1 All relevant test results relating to the product are required to be submitted to CMI as evidence of conformity. This is completed during the Technical Review. Please note that originals of the test reports may be requested. If originals are requested, these will be returned once certification is granted.

4.2 It should be noted that test reports older than five (5) years will only be accepted at the discretion of CMI.

4.3 Reports or Engineers Opinions completed by Organisations that no longer hold Professional Indemnity Insurance covering the products provided in their reports or are no longer in business will not be accepted. Refer CMI's Acceptance Criteria for Evidence in Support of Certifications - CMI-AC-ESC, available upon request.

Re-Testing, Report Validation and Re-Evaluation

4.4 Please note that Re-Testing, Report Validation and Re-Evaluation may be required in order to complete and/or maintain certification. If CMI believes the above is needed, written notification will be provided advising the reason for this. For example, in the case of a notice of direction provided by a government body or updates to the relevant standard/NCC.

5. QUALITY PLAN REQUIREMENTS

5.1 It is a requirement for certification that a quality system is implemented within your organisation. Further to this, it is a requirement that a Product Quality Plan (PQP) in-line with ISO 10005:2018, is implemented as a minimum.

6. CONTROL OF RECORDS

6.1 All records relating to the production and sale of your product, including your quality system and any verification of conformance (e.g. testing reports, non-conformances and rectification), will be version controlled, secured, kept and held for a minimum of ten (10) years. It is required that previous versions of documentation are maintained and recorded in a register.

i. Examples of documents required to be controlled are as follows:
ii. Batch releases;
iii. Inspection reports;
iv. Test reports;
v. Design changes;
vi. Traceability;
vii. Staff Training;
viii. Customer Complaints;
ix. Policies and Procedures;
x. Product Quality Plan;
xi. Quality System;
xii. Non-conformances; and
xiii. Installation Manuals or Guides.

7. MANAGEMENT RESPONSIBILITY

7.1 The Client's Management is responsible for the maintenance of records and implementation of the STI, continual conformance to the Scheme and CMI's Terms and Conditions and company procedures, including the PQP.

8. PRODUCT/SERVICE/SYSTEM

8.1 The Client will ensure that the certified product always meets company objectives and customer expectations. All components of the product are required to comply with the Certificate of Conformity (when issued).

9. DESIGN CHANGES

9.1 CMI is to be notified immediately if there are any design changes to the product. Further to this, CMI are to be immediately notified if any changes are made to any documentation, including Installation Manual's and PQP's. The Certificate of Conformity will be edited accordingly and additional charges may incur.

10. CONTROL

10.1 The Client will have implemented procedures to ensure that all equipment used for inspection, measuring, and/or testing is controlled, has been properly calibrated and is correctly maintained. CMI is to be notified of any changes made. The Certificate of Conformity will be edited accordingly, and additional charges may incur.

11. CHECKS

11.1 Any software or test hardware used for comparison purposes will be checked to make sure that it can correctly verify the acceptability of the product. Further checks will be conducted periodically.

12. PROCEDURES

12.1 All procedures will ensure that all inspection, measuring and test equipment has been:

i. Identified as suitable for the task;
ii. Identified as critical to ensure product quality;
iii. Recorded correctly, including the following criteria identification, location, frequency and method of checks;
iv. Labelled correctly for identification and calibration status;
v. Used in appropriate environmental circumstances that do not influence test results;
vi. Accuracy of equipment is maintained; and
vii. Only used by authorised personnel.

13. PRODUCT PROVISIONS

13.1 The Client will have control measures in place to ensure that the following records and/or documents are available (when requested):

i. Information describing the characteristics of the product;
ii. Work instructions;
iii. Suitable equipment records;
iv. Monitoring and measuring devices information; and
v. Release, delivery and post-delivery activity reports.

14. IDENTIFICATION

14.1 When identifying the Product as certified under the relevant Scheme, the Client is required to only utilise the correct marks and/or logos. Badges are provided by CMI to ensure this is achieved.

15. NON-CONFORMITY

15.1 The Client will have a documented procedure to record and monitor all non-conformances that may arise within the organisation. CMI are to be notified of any non-conformances when they arise. CMI must promptly provide written notice to the relevant Certificate Holder setting out:

i. a description of the nonconformity;
ii. the action required to correct the nonconformity; and
iii. the date by when the action must be completed (the close out date).

16. CONFORMITY PROCESSES

16.1 Any processes that may affect product quality are required to be measured and analysed on a regular basis.

17. PERFORMANCE AND IMPROVEMENT

17.1 **Quality System Performance**

17.2 At regular intervals, the Client is required to conduct internal audits and management reviews to determine conformity against the quality system and Product Quality Plan. This is to ensure that the quality system has been effectively implemented and is being maintained.

17.3 **Continuous Improvement**

17.4 It is a requirement that the Client strives for continual improvement within the organisation. However; any changes to the company structure and/or the product requires the Client to notify CMI

via the Change Form, located online. It is also a requirement that all staff members are properly trained and continual support is offered.

18. CERTIFICATION

18.1 Certification will be granted by CMI if the product, process and/or service complies with the relevant standards and/or clauses under which the certification is sought.

18.2 If certification is not granted the Client will be notified in writing as to why certification was not granted.

18.3 CMI must ensure that each Certificate of Conformity is completed in accordance with the instructions as required by ABCB.

18.4 CMI must ensure that each Certificate of Conformity:

i. Is issued using the template provided by the Scheme Administrator;
ii. Is signed by both a responsible manager of CMI and the UBC carrying out this function;
iii. Is valid for 3 years unless withdrawn or suspended; and
iv. When reproduced, is reproduced only in its entirety.
v. CMI must only use a number on a Certificate of Conformity, if the number is one of the numbers allocated in a block of numbers to it by the Scheme Administrator.

19. AFTER CERTIFICATION

19.1 **Maintaining Certification**

19.2 The Client must maintain the product, process and/or service, in the entirety of when it was certified. Any changes made to any aspect of the product, process and/or service must be reported to CMI and a review, including any relevant audits that need to take place, will be conducted at the Client's expense. Failure to notify CMI of any changes may result in non-conformances being issued and suspension of the Certificate may occur.

19.3 The Client may not alter, modify or change the Certificate issued by CMI. Any changes wanting to be made must be addressed with CMI and the necessary documentation provided, where applicable.

19.4 The Certificate and any copies made, remain the property of CMI and must be returned to CMI if requested.

20. MISLEADING CONDUCT

20.1 It is a requirement that no conduct is engaged that may mislead or deceive any person(s) or organisation(s) in relation to the Certification, including, but not limited to the nature, status or scope or its relationship with CMI.

20.2 The Client must promptly comply with any directions given by CMI to correct any conduct or misrepresentation.

21. CONFIDENTIALITY

21.1 CMI ensures that all Employees, Contractors and Agents treat all information supplied by the Client as confidential. As such, CMI does not disclose any information to a third party without consent from the Client.

21.2 All information provided by the Client remains the property of the Client.

22. LIMITATION OF LIABILITY

22.1 CMI excludes from this STI to the extent permitted by law all terms, conditions and warranties implied or conferred by statute including the Competition and Consumer Act 2010 (Cth) and any other relevant legislation.

22.2 To the fullest extent permitted by Australian Law, CMI's liability to the Client, for breach of any express provision of this STI or any non-excludable statutory terms, conditions or warranties (other than an implied warranty of title) is limited at CMI's option to either:

i. providing the Certification Services again; or in the alternative
ii. paying the cost of having the Certification Services supplied again.

22.3 In contracting the services of CMI, the Client agrees to provide CMI with full and frank disclosure of all information relating to the product, process and/or service. CMI is excluded from liability for any loss or damages suffered as a result of the failure to disclose.

22.4 Except to the extent prohibited by the Competition and Consumer Act 2010 (Cth) or any other applicable laws, CMI excludes liability for any loss or damages suffered by the Client (whether direct, indirect, incidental, special and/or consequential damages or loss of profits whatsoever) arising in any way out of any services (including defective services) rendered by CMI or out of the product, process and/or service, the subject of Certification by CMI or any neglect act or omission of CMI, its employees, agents or contractors, including but not limited to profits lost and damages sustained or incurred as a result of a claim by a third party.

22.5 CMI, by issuance of a Certificate, does not in any way warrant, guarantee, or endorse the product which is the subject of the Certificate. which is the subject of the Certificate.

23. TERMINATION OF CONTRACT

23.1 The Client may terminate the contract held with CMI at any time, with fourteen (14) days prior notice.

23.2 CMI may terminate the contract with the Client, should the Client be in breach of the STI, any of CMI's Terms & Conditions and/or the relevant Scheme Rules and/or issued any non-conformances, and fail to rectify them within the allocated timeframe.