

## SCHEME OF TESTING AND INSPECTION (STI)

### INTRODUCTION

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:

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

### Scope and General

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

In signing this document, the Client has agreed to adopt the STI outlined in this section, and as applicable to your Product/System which will satisfy the quality requirements of:

- ISO 10005:2005 Product Quality Plan (PQP);
- CodeMark Australia Certification;
- Australian Building Codes Board (ABCB); and
- Internationally accepted accredited testing regimes.

### TESTING

#### Type of Testing

The Client agrees to undergo any additional testing (if required) to gain and/or maintain certification for the applicable clauses and/or standards to the relevant scheme.

#### Testing Laboratories

All testing supplied as evidence to CMI to show conformity of your Product/System, shall be:

- completed by a CMI approved laboratory;
- completed in English; and
- to the standard at which compliance is sought.

#### Test Results

All relevant test results relating to your Product/System 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.

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

Reports or Engineers Opinions completed by Organisations that are no longer in business will not be accepted.

### **Re-Testing**

Please note that re-testing may be required in order to complete and/or maintain certification. If CMI believes re-testing 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.

### **QUALITY PLAN REQUIREMENTS**

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 10005:2005, is implemented as a minimum.

### **CONTROL OF RECORDS**

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 five (5) years. It is required that previous versions of documentation are maintained and recorded in a register.

Examples of documents required to be controlled are as follows:

- Batch releases;
- Inspection reports;
- Test reports;
- Design changes;
- Traceability;
- Staff Training;
- Customer Complaints;
- Policies and Procedures;
- Product Quality Plan;
- Quality System;
- Non-conformances; and
- Installation Manuals or Guides.

### **MANAGEMENT RESPONSIBILITY**

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.

#### **Product/Service/System**

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

#### **Design Changes**

CMI is to be notified immediately if there are any design changes to your Product/System. 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.

### **Control**

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.

### **Checks**

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

### **Procedures**

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

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

### **Product Provisions**

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

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

### **Identification**

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

### **Non-Conformity**

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:

- 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).

### **Conformity Processes**

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

## **PERFORMANCE AND IMPROVEMENT**

### **Quality System Performance**

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.

### **Continuous Improvement**

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.

### **Certification**

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.

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

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

CMI must ensure that each Certificate of Conformity:

- a. Is issued using the template provided by the Scheme Administrator;
- b. Is signed by both a responsible manager of CMI and the UBC carrying out this function;
- c. Is valid for 3 years unless withdrawn or suspended; and
- d. When reproduced, is reproduced only in its entirety.

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.

## **AFTER CERTIFICATION**

### **Maintaining Certification**

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.

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.

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

### **Misleading Conduct**

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.

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

### **Suspension**

The Certificate may be suspended 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.

If the Certificate is suspended, CMI will outline what steps needing to take place to rectify the suspension.

If these steps are completed to the satisfaction of CMI, the suspension will be lifted.

### **Withdrawals**

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

- Pay any monies outstanding to CMI;
- Cease to use any certification mark(s) supplied by CMI;
- Withdraw from public display and return to CMI the original and any copies of the certificate.;
- Cease from any promotional material including advertising and any other publications that list the Certificate and/or any marks;
- Take any steps to notify any and/or all staff, suppliers, and customers of the cancellation of Certification;
- Take any necessary steps to ensure that third parties are not misled to believe the Certification is still current.

### **Renewal Audits**

Renewal Audits are required to be completed before the expiry date of the Certificate. This is dependent on the certificate cycle in line with the CodeMark Australia Scheme.

Renewals are a requirement of the Scheme and must be completed in order to maintain conformity under the Scheme.

Failure to complete a Renewal Audit will result in Corrective Action being undertaken.

### **Confidentiality**

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.

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

### **Limitation of Liability**

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.

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:

providing the Certification Services again, or in the alternative;

paying the cost of having the Certification Services supplied again.

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.

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.

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.

### **Termination of Contract**

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

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 CodeMark Australia Scheme Rules and/or issued any non-conformances, and fail to rectify them within the allocated timeframe.