

CONTRACT AGREEMENT

_____ (Organization) hereby engages VNZ Management Systems Pvt. Ltd. (VMSPL) to provide certification services as defined in Registration Service Agreement(s) (RSA's) attached hereto.

1.1 Confidentiality

VMSPL employees and their appointed representatives will maintain information they receive as a result of their contact with the Organization in strict confidence and will not disclose such information to third parties without the written consent of the Organization except as (1) required by law, (2) required as disclosure in published directories or (3) required in the record access process by accreditation bodies. Notwithstanding the forgoing, no confidentiality obligations shall attach to information: (1) which is in the public domain at the time of its disclosure, (2) which thereafter falls into the public domain through acts other than unauthorized acts of VMSPL or its employees, (3) which is in VMSPL's possession at the time of its disclosure, or (4) which is thereafter disclosed to VMSPL on a non-confidential basis by third parties having the right to do so.

1.2 Public Notice

VMSPL maintains a list of its Certified Organizations. The information in the list is available to the public. Updates to the list will be performed on monthly basis.

2.1 Payment Terms

- a) Invoices / Performa Invoices for services rendered in accordance with certification services agreement shall be submitted to the organization. Charges and fees shall be based on VMSPL's Schedule of Fees identified in RSA(s) effective at the time when agreement is accepted or as amended and agreed to by both parties. Invoices shall be payable upon receipt.
- b) Postponement of confirmed on-site audit dates may result in charges up to 50 percent of scheduled on-site assessment plus all pre-paid expenses.
- c) In the event an account is not paid or otherwise resolved within 30 days after the date of invoice, VMSPL may at its option:
 - Refuse any further consideration of the agreement,
 - Not issue a certification document or
 - Terminate this agreement.
- d) Fees and expenses incurred by VMSPL in connection with collecting past due accounts shall be the responsibility of the Organization.

2.2 Pre Certification Terms and Conditions

- a) The Organization agrees to comply with relevant provisions of ISO 9001/ ISO 14001/ OHSAS 18001 standard requirements, with the requirements for certification – granting, maintaining, reducing, extending, suspending, withdrawing certification and re-certification as specified in Certification Rules
- b) The accreditation body can select any accredited client for witness audit. The client shall permit for the witness audit and allow the accreditation body assessor's to assess the competency of the VMSPL auditor. There shall be no additional charges for witness audit and logistic expenses shall be borne by VMSPL.
- c) Due to any circumstances whatsoever, VMSPL can visit the client any time and if this visit is not for the purpose of Surveillance or follow-up audit, then no fees shall be charged.
- d) When requested, Organization shall make available all documents including complaint and related matters to VMSPL.
- e) VMSPL shall not be liable for any loss or damage due to any failure or delay in performance of this agreement resulting from any cause beyond our reasonable control, compliance with applicable regulations or directive of national, state or local governments is the responsibility of the client.
- f) Client will agree to ensure that the auditors/ assessors are properly briefed about health, safety and other necessary safety hazards that they may encounter during the audits. Client will be responsible for providing them with the personnel protective / safety equipment during the audits.
- g) This agreement shall become a contract between the Organization and upon its acceptance, in VMSPL the space below by VMSPL and the Organizations' authorized representative. This agreement, upon such acceptance, is mutually agreed to contain all and the only agreements between VMSPL and the Organization, and that no representative or representative from either party has made any statements, representations or arguments, verbal or written, which contradicts or adds to this agreement. VMSPL reserves the right to make revisions to the contract and to issue a new agreement, which will become a contract between the Organization and VMSPL when accepted by both parties. Except as otherwise provided herein, both VMSPL and the Organization may terminate this agreement without cause upon written notice of such termination within thirty days prior to the date of such termination with the exception that accrued fees shall be payable in accordance with the terms contained herein.
- h) Any statutes of limitations notwithstanding, the Organization agrees that its right to bring or assert against VMSPL any and all claims, demands, or proceedings, whether in arbitration or otherwise, shall be waived unless notice is received by VMSPL within thirty days after the Organization has taken notice of or should reasonably have been expected to have had notice of the basis for such claims; but it should be within ninety days of the service provided by VMSPL. Any arbitration or legal proceedings shall be treated as time barred/null and void if notice is not received by VMSPL within 90 days of its providing service on the basis of which the organization is seeking claim.
- i) Travel expenses of Assessment staff will be charged at actual from our nearest office. Boarding and lodging expenses shall be charged at actual where the assessment staff is required to travel overnight.
- j) The Certification process shall be initiated after the acceptance of this agreement.

- k) For the scopes not available with the certification body, the validity of certificate is contingent upon the organization agreeing and meeting the requirements specified in Certification Rules as given in our website www.vnzms.com and this agreement. The conformity with the requirements for certification is the responsibility of the organization. VMSPL shall issue a non-accredited certificate. As per the terms mutually agreed a fresh accredited certificate may be issued as and when the activity is accredited by Accreditation Body. In the event the client is issued a non-accredited certificate, VMSPL can provide an accredited certificate only after doing a fresh audit as per the terms mutually agreed. In case any change of rules or methodology is advised by the accreditation body, the same shall be applicable for certification body and the client for maintaining the validity of Certificate.
- l) After the acceptance of RSA, if the applicant wishes to cancel it, the advance or any other charges paid shall not be refundable. Liability of certification body is limited to a maximum of amount equivalent to the fees paid by the client. The offer given in RSA is valid for 60 days from the date of issuance.
- m) This Agreement will be governed exclusively by the laws prevailing under the jurisdiction of Delhi courts only. In the event of any dispute the client/ organization and Certification Body agreed to submit exclusively to the jurisdiction of the courts located at Delhi for resolution of any dispute arising out of or in connection with this agreement.
- n) Having read and understood the terms of this agreement both the parties have entered into this agreement
- o) The client shall agree allow and give access to Auditors and /or personnel from Accreditation Body to witness the audit carried out VMSPL.

Organization

VNZ Management SystemsPvt. Ltd

Company Name -----

Address: -----

Authorized Signature / Title

VNZ Management SystemsPvt. Ltd.

Date: _____

Date: _____