



CERTIFICATION SERVICES

PRODUCT CERTIFICATION CONTRACT

1.

This Contract is made and entered between THE STANDARDS ASSOCIATION OF ZIMBABWE (SAZ), a public entity and separate juristic person, situated on the Northend Close, Northridge Park, Borrowdale, Harare
Herein represented by

Mr/Mrs _____
(Print full Names and Surname)

In his/her duly authorized designation as the Director General of
THE STANDARDS ASSOCIATION OF ZIMBABWE (SAZ)

(hereinafter 'SAZ')

AND

CLIENT _____

(The organization seeking certification should insert here the full Name, Company
Registration Number and Physical Address of the Organization)

Trading Name if different from the Registered Name

If the organization is a multi-site, list all the other sites to be covered under this contract

Herein represented by

(Print Full Names and Surname of duly Authorized Person on behalf of Client)

(Designation of duly Authorized Person)
(Hereinafter "the Client")

1.1 Services

- 1.1.1 SAZ is the sole and wholly Zimbabwean certification body responsible for conducting inspections and certification of products of organizations against set standards. In its endeavors SAZ seeks to promote the use of standards for continual improvement of organizations which comply with specified national and/or international standards.
- 1.1.2 SAZ agrees to apply the certification and compliance criteria consistently and to provide, from its own staff, or from a rank of independent contractors, suitably qualified personnel as Inspectors / Technical Experts to perform the service(s) at Clause 1.1.1 above. Clients seeking certification status must apply in accordance with procedures determined by SAZ.
- 1.1.3 Depending on the application by the Client and once SAZ is satisfied that the Client is compliant and meets all the requirements of the relevant standard(s), SAZ will issue a Certificate/licence. The Certificate/licence states that registration has been granted for the defined scope and will confirm the status of the Client as a certified organization. The Certificate/ licence will state that compliance has been demonstrated regarding a particular product(s) standard.

1.2 Confidentiality and Public Access to Information

- 1.2.1 SAZ has a policy and arrangements to safeguard the confidentiality of the information obtained or created during the performance of certification activities. SAZ, its employees, contractors, committees and accreditation bodies appointed by SAZ agree to maintain as confidential and not to use or disclose to any third party, any information derived from the Client in connection with its services, without the written consent of the Client, except:
- i) to the general public on updates on certificates/ licences which are granted, valid, suspended or withdrawn in any media that SAZ so chooses;
 - ii) to any person who of necessity requires it for the performance of his or her duties in terms of this Contract and relevant certification requirements;
 - iii) in the assessment of SAZ by an accreditation body and by committees formed by SAZ to participate in certification activities;
 - iv) if such information is required in terms of any law or as evidence in any court of law, in which case SAZ will notify the Client in advance of the information to be provided;
 - v) to any competent authority, which requires it for the institution, or an investigation with the view to the institution of any criminal prosecution;
- 1.2.2 SAZ shall treat as confidential, any information from sources other than the Client (e.g. complainants, regulators) as confidential.

1.3 Extending, suspending, withdrawing certification and granting recertification

1.3.1 Granting Certification

SAZ shall make the certification decision based on an evaluation of product tests, inspection findings and conclusions and any other relevant information (e.g. public information, comments on the inspection report from the client).

1.3.2 Maintaining certification

1.3.2.1 The Client shall continue to satisfy the requirements of the products standards.

1.3.2.2 The Product Mark Certificate/ licence remains valid for three (3) Years subject to, and on condition that the certified organization complies with all conditions set by SAZ in respect of certification and as long as the Client complies with the terms of this Contract.

1.3.2.3 Once assessed for certification/registration, SAZ will indicate how continued conformity with the relevant standard(s) will be monitored, in order that the Client may remain certified. The frequency of monitoring and inspecting will be determined by SAZ, and depends on the scope and scale of the certified activity of the Client. Compliance is monitored by means of at least 3 unannounced Inspections per year which address product standard requirements. Samples for laboratory analysis will also be collected during the inspection visits for laboratory analysis. The size of the sample will depend on the sampling plan of the relevant standard to which the client has been certified. Products can also be sampled from the market and costs of such an activity will also be met by the client. SAZ reserves the right to carry out additional surveillance visits, as it may reasonably require. The client shall meet the cost incurred. The client shall be required to meet any other costs as laid out in the SAZ procedures.

All work to be done by SAZ shall be on cash upfront basis unless the client has an approved credit facility by SAZ Finance. Invoices shall be raised under the following circumstances:

- i) Licence/registration fees (either quarterly or bi-annually)
- ii) Inspection fees (when ever an inspection visit has been made)
- iii) Laboratory fees(when ever samples have been tested)
- iv) Miscellaneous fees(for licence/certificates, penalties etc)

1.3.2.4 If, in SAZ's view, a Client fails to comply with the terms of this Contract, SAZ may suspend or withdraw the Client's certification status, reduce the scope of certification, impose a moratorium on the issue of certification or extensions to scope, require re-

inspection or impose such other sanctions as are appropriate and legal.

1.3.2.5 Confirmation of certification by SAZ does not in any way change the contractual responsibilities between the Client and its customers. While certification/registration is an indication of compliance to requirements by the Client, it cannot be taken to constitute an undertaking by SAZ that the Client will maintain a particular level of performance or quality of product.

1.3.3 Reducing/extending the scope of certification.

1.3.3.1 SAZ shall reduce the scope of certification to exclude products not meeting the requirements, when the client has persistently or seriously failed to meet certification requirements for those parts of the scope of certification. Failure to resolve the issues resulting in suspension within an agreed time period shall lead to scope reduction.

1.3.3.2 For scope extension, SAZ shall review an application to extend the scope of a certification already granted and this may be conducted in conjunction with a surveillance inspection.

1.3.4 Suspension and withdrawal of certification

1.3.4.1 SAZ shall suspend certification when it deems it necessary in circumstances including, but not limited to:

- i) persistent and serious failure to meet the certification requirements and requirements for the effectiveness of the product mark scheme.
- ii) the Client not allowing inspectors to carry out surveillance or recertification inspections at the required frequencies;
- iii) the Client voluntarily requesting a suspension;
- iv) should the Client fail to rectify any non-conformance as directed by SAZ during the period of suspension, SAZ has the right, upon the expiration of the suspension period, to elect to terminate this Contract with immediate effect and to withdraw the Client's certified status and all Certificates/ licences that go with it.
- v) **In cases where client does not have a credit facility, should the Client fail to pay fees in advance for inspections, licence fees and testing fees before SAZ undertakes any of the work.** In cases where a client has a credit facility approved by SAZ Finance, should the client fail to pay charges that are due to SAZ within fifteen (15) calendar day's of the original invoice (issued in terms of clause 1.3.2.3). In both cases, SAZ shall charge the client an interest rate of 10% per annum. In the event that the client fails to

pay an outstanding amount within 90 days, SAZ shall handover the client to a debt collector. The client shall pay the debt collection fee at a rate to be determined by the debt collector. SAZ has the right to elect by means of written notification, to place the certified Client on suspension for a period not exceeding three (3) months. During the period of suspension this Contract will remain valid subject to the conditions contained in the latest version of documents available at the SAZ office.

- vi) should the Client fail to settle the fees and charges as directed by SAZ during the period of suspension, SAZ has the right upon the expiration of the suspension period, to elect to terminate this Contract with immediate effect and to withdraw the Client's certified status.

1.3.4.2 The Client may elect to terminate this Contract by giving SAZ ninety (90) days written notification based on whatever reason. This notice period may be decreased in exceptional circumstances by mutual agreement.

1.3.4.3 Where notice of termination is given to or by a Client, the Client shall state the arrangements made on termination of their SAZ certification for the steps taken to inform the Client's clients in advance. The Client indemnifies SAZ against all responsibilities and liabilities should the requirements not be met.

1.3.4.4 At the date of termination of this Contract any Product Mark Certificate/Licence shall immediately cease to be valid and will on request be returned to SAZ.

1.3.4.5 Any termination of this Contract however caused shall be without prejudice to any rights or liabilities of the parties which have been accrued on or before the date of termination, but neither party shall have any rights to require performance of or liabilities to perform this Contract after such date. Upon termination of this Contract for any reason:

1.3.4.6 Notwithstanding any other provisions of the Contract, the terms of this clause 1.3 and clauses 1.2 (confidentiality), 4 (liability) and 5 (indemnity) shall continue in force in accordance with their terms; and

1.3.4.7 All fees and charges accrued until date of termination (but unpaid) pursuant to this Contract shall forthwith become due.

1.3.5 **Recertification**

SAZ shall grant recertification based on the results of the Laboratory tests, certification inspections, the results of the review of the system over the period of certification and complaints received from users of certification.

1.4 **Special Inspections**

SAZ shall conduct special inspections :

- i) to investigate complaints;

- ii) as follow up on suspended clients; and
- iii) when the Client has notified SAZ of any changes that may affect the capability of the product mark scheme to continue to fulfill the requirements of the standard used for certification as in Clause 2.2.

1.5 Reference to certification and certification marks

- 1.5.1 SAZ has a policy(PM31) governing the use of any mark that it authorizes certified clients to use. As a certification body, SAZ will allow the use of a certification mark by certified Clients to confirm their status as a certified organization. This certification mark may be used by the Client to indicate its certification status.
- 1.5.2 In any legal proceedings, a document that purports to be a certificate, or a copy thereof, issued by SAZ in terms of the granted certification and signed by a person deemed by SAZ as competent to do so, is upon its production, and bearing the authorizing certification mark, evidence of the facts contained therein.
- 1.5.3 The certification mark shall be used on a product as required by the relevant standard to which the product conforms.
- 1.5.4 The Client conforms to the requirements of SAZ when making reference to its certification status in communication media such as the internet, brochures or advertising or other documents.

2. Service Requirements

The Client undertakes:

- 2.1 To supply SAZ with all information and facilities and to afford SAZ such reasonable access and co-operation as, in each case is necessary to enable it to provide the service(s).
- 2.2 To inform SAZ of any planned changes which may bear upon the Client's conformity with this agreement and the relevant standard(s) or may otherwise affect, or potentially affect, the Client's capability or cope of certification or compliance, including but not limited to the following changes:
 - i) ownership;
 - ii) contact addresses and sites;
 - ii) legal, commercial or organizational status;
 - iii) key organization or management capabilities (e.g. key managerial, decision-making or technical staff);
 - iv) scope of operations under the product certification scheme and
 - v) major changes to the management system and processes
- 2.3 To use reasonable endeavors to provide access for SAZ representatives to

relevant areas of its clients' premises to conduct inspections its of the Client's activities.

- 2.4 At all times to comply with the terms of this Contract and with the relevant standards.
- 2.5 Not to use its Certificate/ licence, (or the related Certification mark) in a misleading manner or to use it in such a manner as to bring SAZ or the process of certification and compliance monitoring into disrepute.
- 2.6 Not to use or permit the use of a certification document or any part thereof in a misleading manner;
- 2.7 To discontinue its use of all advertising matter that contains a reference to certification upon suspension or withdrawal of its certification as directed by SAZ;
- 2.8 To amend all advertising matter when the scope of certification has been reduced;
- 2.9 Not to imply that the certification applies to products that are outside the scope of certification;
- 2.10 Not to use its certification in such a manner that would bring SAZ or the certification system into disrepute and lose public trust. Any such misuse could lead to:
 - i) requests for correction and corrective action
 - ii) suspension
 - iii) withdrawal of certification
 - iv) publication of the transgression
 - v) and if necessary, legal action.
- 2.11 To make it clear in all contracts with its own customers and in guidance documents that any business conducted by it in terms of its certification, in no way implies that any product, service or management system certified is approved by SAZ.
- 2.12 To comply at all times with the requirements set out in SAZ documentation covering conditions for use of certification marks and to take all reasonable steps to ensure that compliance with these conditions is observed and to make reference to SAZ certification in the prescribed manner. This includes complying with all relevant national and international standard(s) and/or guides and all relevant SAZ documents. (An index of all such documents and the documents themselves are available for downloading from the SAZ website, address is www.saz.org.zw or directly from the SAZ office).
- 2.13 To assist SAZ in the investigation and resolution of any properly authenticated complaints made by third parties about the Client's certified activities.
- 2.14 To return to SAZ a Certificate/License of Product Certification Compliance

when requested to do so as such certificates remain at all times the property of SAZ.

- 2.15 To pay such fees and charges as due to SAZ within the prescribed time frames in accordance with the latest Fees and Charges quoted.

3. Health & Safety

The Client shall ensure that SAZ's employees and Inspectors / Technical Experts, when attending the Client's sites for inspections and/or other agreed purposes, are provided with such personal protective equipment (PPE) as may be necessary to reduce risks to an acceptable level and meet any applicable legal requirements.

4. Limitation of Liability

- 4.1 The following provisions set out SAZ's entire liability to the Client in respect of:

4.1.1 any breach of its contractual obligations arising under this agreement;
and

4.1.2 any representation statement or act or omission including negligence arising under or in connection with the agreement.

- 4.2 SAZ and its duly authorized agents and employees shall not be liable for anything done or omitted in good faith when performing a function or exercising a power in terms of any certification requirements.
- 4.3 Notwithstanding anything to this agreement to the contrary, the Client shall not claim damages for indirect and consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) against SAZ, its employees or agents.
- 4.4 In the event of any damages caused by the goods bearing the standard mark, claim being filed by the consumer against SAZ mark and not "conforming to" the relevant Zimbabwean Standards, entire liability arising out of such non conforming products shall be of licensee and SAZ CS shall not in any way be responsible in such cases.
- 4.5 Subject to this clause 4, the Client shall give to SAZ, ten (10) working days' written notice to remedy any wrongful act or omission under this Agreement, failing which remedy the Client may claim damages permissible hereunder.

5. Indemnity

- 5.1 The Client undertakes to indemnify SAZ against any losses suffered by or claims made against SAZ as a result of misuse by the Client of any Product Mark Certificate/ licence, issued by SAZ or as a result of any breach by the Client of the terms of the Contract.

5.2 In the event that a complaint is referred for arbitration, the complainant

shall pay 50% of cost levied by the Arbitration Committee for handling the case

6. Appeals

- 6.1 Appeals will be considered only against certification decisions made by SAZ. A certification decision is a decision by SAZ to grant, suspend, reduce or withdraw certification or when SAZ grants or denies an extension to scope. Such a decision by SAZ shall stand pending the hearing of any appeal.
- 6.2 Appeals will be processed in accordance with the SAZ Appeals Procedure. A copy of the Appeals Procedure is available on request and is also available on the SAZ website www.saz.org.zw

7. Force Majeure

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out in this Contract shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond the control of such party.

8. Domicilia Citandi

The Parties hereto choose as their *domicilium citandi et executandi* their respective addresses set out hereunder at which all notices or other communications under or in respect of this Agreement to any Party hereto shall be in writing and shall be deemed to be duly given or made when delivered or dispatched by Telex or Telefax to the addresses stated below (or at such other addresses as each Party may hereafter specify for such purpose) to the other by Notice in writing:

SAZ
Northend Close
Northridge Park
Borrowdale
HARARE

The Client

9. Assignment

Except as otherwise agreed by the parties in writing, this Contract shall not be assigned in whole or in part.

10. Law and jurisdiction

10.1 This Contract shall be governed and construed in accordance with Zimbabwean Law.

10.2 Should a dispute arise from this Contract, such dispute shall be settled by a competent court with jurisdiction to hear the matter, unless otherwise agreed to between the parties at the time by means of Arbitration or other agreement.

11. Revocation of previous certification agreements

Upon signature of this agreement all previous agreements with SAZ are recalled and revoked. However, this does not affect the validity of Certificates/ licences, or the right to use Certification marks issued under any previous certification agreement and such certificates and rights will remain in force as if issued under this agreement.

This Contract signed at _____ on this ____ day of _____ 20__

AS WITNESSES:-

1. _____

DULY AUTHORISED
ON BEHALF OF SAZ

2. _____

This Contract signed at _____ on this ____ day of _____ 20__

AS WITNESSES:-

1. _____

DULY AUTHORISED
ON BEHALF OF THE CLIENT

2. _____