

	VERTITECH QUALITY CERTIFICATION SDN BHD	Form : VQC-F25 Issue No. : 1 Rev. No. : 0 Rev. Date : 1.11.2022 Page No. : 1 of 1
	CERTIFICATE DECLARATION	

(This declaration shall be signed by the applicant/certificate holder in advance of certification decision by Vertitech Quality Certification Sdn. Bhd. (referred hereinafter as VQC), and becomes null and void only upon termination of an application or termination or withdrawal of certificate.

I/we have read and understood the **Terms and Conditions Of Certificate** as per **Appendix A**, and I/we hereby declare that:

1. I/we agree to give our full undertaking to uphold and comply fully to the Terms and Conditions Of Certification.
2. I/we agree that VQC neither assumes nor accepts any responsibility for any injury or damage to the applicant's/certificate holder's property or Personnel that may occur during or as the result of activities, wherever performed, whether performed in whole or in part by the applicant/certificate holder or VQC, except when such injury or damage results solely from tile negligence on tile part of VQC or its representative.
3. I/we agree to defend, indemnify and hold harmless VQC against any and all liabilities, losses, cost and expenses incurred or sustained by any third party resulting directly or indirectly from the third party's reliance in whatever manner on the Certificate(s) and/or Certification Mark(s) or directory of material issued by VQC.
4. I/we agree to be fully responsible for the management systems stated in the certificate and I/we agree that VQC shall not be liable and disclaims all responsibility for any losses, damage to property or personal injury suffered directly or indirectly arising from the usage and application of the product supplied by the certificate holder.
5. I/we agree to extend all our agreement in clauses 2, 3, & 4 above to cover all the staff of VQC, its Directors, members of Certification Advisory Committee, members of Product Certification Committee, its agent with. or without consent of VQC and also to the staffs, assessors, and representatives of VQC's Accrediting Bodies.
6. I/we shall honour these declarations as long as I/we remains as an applicant/holder of Certificate(s) of Conformity of VQC.

Sign for and on behalf of the
APPLICANT/CERTIFICATE HOLDER,

Sign for and on behalf of the ORGANIZATION
(if applicable) plant mixer identity no:

Name :
Designation :
Date :


Name :
Designation :
Date :

Company Stamp	Company Stamp
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Witnessed by VQC Representative

Name :	Designation :	Date :
Registration No	Registration Date	Attending Officer


Note: This CD shall be signed by applicant/certificate holder and producer in advance of certification decision by VQC and becomes null and void only upon termination of an application or withdrawal of certificate.

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TERMS AND CONDITIONS OF CERTIFICATE

0.0 GENERAL

- 0.1 **VQC** means Vertitech Quality Certification Sdn Bhd,(Company Registration No.:202201039559 (1485256-K)).
- 0.2 **Applicant** means any party who submits official application for VQC product certification.
- 0.4 **Certificate Holder** means the holder of VQC Certificate of Conformity whose name appears on the certificate.
- 0.5 **Certificate of Conformity** means a certificate duly signed and issued by VQC recording the conformance of a product to the specified standard(s) and the certificate is given a specific number and date of validity.
- 0.6 **Certification Declaration** means a declaration by the applicant certificate holder as per form VQC-F25 (Certificate Declaration).
- 0.7 The certification does not give any exception to the Certificate Holder from the responsibilities to provide evidences, including additional testing and inspection, that the product has complied to the requirements of the conforming standards as specified in the Certificate of Conformity.
- 0.8 The applicant/certificate holder shall agree to grant VQC the rights in clause 1.0.
- 0.9 Applicant/certificate holder/any other parties who uses refers to the VQC's certificate of conformity shall read and understood the requirements for liability & indemnity in clause 14 and disclaimer in clause 15.0

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1.0 RIGHTS OF VQC

The applicant/certificate holder shall grant to VQC the following rights:

- 1.1 To request for and inspect any documents and premises that are necessary for certification.
- 1.2 To take samples of the product randomly at the factory, store, shop, construction site or other places for the purpose of initial assessment, surveillance, verification or investigation.
- 1.3 To carry out or request the applicant/certificate holder to perform any test that are required for conformity, type or verification testing.
- 1.4 To request the applicant/certificate holder to carry out the necessary corrective action on any non-conformity detected during surveillance audit or received from a third-party complainant. Any failure to carry out the corrective action within an agreed time frame may lead to the suspension or termination of the certificate.
- 1.5 To issue, suspend, terminate or not to issue any certificate when VQC deems it appropriate or necessary.
- 1.6 To reject or bar any application for new or renewal or reinstatement of certification, be it permanently or temporarily, from any applicant or certificate holder or to suspend or to terminate any certificate due to unacceptable act/behavior such as; knowingly supplying defective or sub-standard products; cheating or falsifying information pertaining to product certification; or deliberate disregard or litigation against VQC.
- 1.7 To publish the name with or without the address of the certificate holder and the particulars of their certified product in VQC official/authorized publication(s) and/or other official/public journals/magazines/mass media.
- 1.8 To provide non confidential information to authorities, upon request, but VQC shall keep the applicant's/certificate holder's confidential information and shall not disclose it to unauthorized third party
- 1.9 To make any changes or modification, including addition or deletion to any Terms and conditions of Certification whenever necessary. Applicant/certificate holder that may be affected by such changes or modification will be notified accordingly and VQC endeavors to take steps to minimize inconvenience to the applicant/certificate holder.

2.0 ROLES AND RESPONSIBILITIES OF THE APPLICANT

- 2.1 The applicant shall be responsible for providing and ensuring a safe access for the VQC's staff or its representative to the production premise for the purpose of site assessment/audit, product sampling, testing and evaluation. The production premise includes the site and stores owned/rented by the applicant and also those of the applicant's subcontractors where applicable.
- 2.2 The applicant shall provide the equipment and facilities necessary for testing in the site. All the necessary type tests and/or product conformity testing shall be carried out on samples selected by VQC or its appointed representatives. The testing could be done jointly between VQC's staff and the applicant or solely by VQC's staff using the applicant's facilities or other facilities agreeable to VQC and the applicant. The tests could also be carried out by the applicant's staff but under witness and supervision of VQC's representative(s). Whichever mode of testing chosen, it shall be agreeable and approved by VQC.
- 2.3 The applicant shall allow VQC's staff or its representatives to have access to the appropriate documents and/or to obtain duplicate copy/copies of the documents and use the information for the purpose of certification.
- 2.4 The applicant shall also allow and assist VQC's staff or its representatives to take sample(s) for the purpose of testing at VQC's premise or for testing to be carried out by a third party agreeable to VQC and the applicant.

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2.5 The applicant shall also extend the provision of clauses 2.1 to 2.4 above to the staffs and/or auditors/assessors of VQC's Accrediting Body.

2.6 The applicant shall agree to the requirements of clause 14.0 on Liability and Indemnity.

3.0 ROLES & RESPONSIBILITIES OF THE CERTIFICATE HOLDER

3.1 The certificate holder shall keep all the information submitted for certification and shall update them to reflect the current situation. This information is subjected to surveillance audit for the purpose of renewing the Certificate of Conformity:

3.2 The certificate holder shall be responsible for ensuring that the necessary quality controls (QCs) and the Defect Corrective Actions (DCAs) are carried out under its full control and supervision and take full responsibility. The certificate holder/manufacturer shall take full responsibility in ensuring that the products, at all times, are manufactured to the product standard.

3.3 The certificate holder shall be responsible to notify VQC, if there is any change to the following:

- Site address
- Company's name
- Brand name
- Company's ownership
- Addition / deletion of model, class, type, size etc.
- Changes to key personnel
- Changes to plants and equipment
- Any other important changes affecting the identity & quality of the product.

3.4 The certificate holder shall not use or make reference to the certificate on their materials or products when the certificate is under suspension, terminated or withdrawn.

3.5 The certificate holder shall ensure that certificate or testing report in whole or in part are not used or referred to in a misleading way and shall not make any statement that leads to a disrepute to VQC.

3.6 The certificate holder shall comply and adhere to the Terms and Condition of Certification and all its changes and modifications.

3.7 The certificate holder shall keep records of all complaints make known to its relating to compliance with certification requirements and makes these records available to the certification body when requested, and
 i. takes appropriate action with respect to such complaints and any deficiencies found in product that affect compliance with the requirements for certification
 ii. documents the actions taken.

3.8 The certificate holder shall inform the certification body, without delay, of changes that may effect its ability to conform with the certification requirement.


4.0 SURVEILLANCE

After the award of certificate of conformity, the certificate holder is placed under a surveillance program at 12-monthly interval unless specified in the management systems standard or in the scheme rule.

5.0 EXTENSION / REDUCTION OF SCOPE OF CERTIFICATION

Extension and reduction of scope is possible subject to proper request and it will be subjected to evaluation and verification as and when necessary. These extension and reduction include changes on the particulars in a certificate including addition or deletion of a certain size, class, model and etc.

To change the scope of certification, the certificate holder shall make official application using form VQC-F22 (Application of Amendment of Certificate) which is available at VQC office.

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6.0 RENEWAL OF CERTIFICATE

Subject to satisfactory inspection and testing report and payment of certification fees, renewal of certificate shall be granted.

7.0 SUSPENSION/WITHDRAWAL/TERMINATION (SUSPENSION OF THE CERTIFICATE OF CONFORMITY)

The Certificate of Conformity may be suspended for a limited period, if any of the following situations arises:

- i. There is major non-conformance against the requirements discovered during surveillance or retest of such nature that immediate withdrawal is not necessary.
- ii. There is improper use of the certificate, e.g. misleading advertisement, whereby the certificate holder fails to retract such advertisement or institute remedial measures.
- iii. There has been contravention to the applicable management systems standard.
- iv. The certificate holder duly fails to settle any of its financial obligations pertaining to the certification fees.
- v. There has been a breach of the Terms and Conditions of Certification.

7.1 A certificate holder may also request for a voluntarily suspension due to acceptable reasons subject to the agreement of VQC for a limited period not more than 18 months from the expiry date of the certificate or the date officially requested by the certificate holder. In the event of a voluntary suspension, a minimal maintenance fee may be chargeable to the certificate holder. The benefits of voluntary suspension are; a fresh application is not required and the normal application fee is waived, upon restoration of the certificate within the allowable period.

7.2 When a certificate is under suspension, the certificate holder shall not use or make reference to the certificate on their management systems which are manufactured while the certificate is under suspension.


8.0 CHANGES TO CERTIFICATION REQUIREMENT

VQC reserves the rights to make amendment(s) or change(s) to the certification requirement as and when necessary. It is the policy of VQC to refer and obtain the advice of the Certification Advisory Committee (CAC) on any changes, and to ensure that impartiality and consideration for the customers' interest are being considered.

8.1 Changes of Product Standard

Certificate holder shall ensure that the product complies to the current product standard. The time frames for compliance to the latest standard are grouped into 4 categories: Certificate holder shall ensure that the product complies to the current product standard. The time frames for compliance to the latest standard are grouped into 4 categories:

- | | |
|------------|--|
| Category 1 | Minimal changes to the product standard. |
| Category 2 | Significant changes to the technical requirements that require longer time for compliance. |

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- Category 3 Major change in the standard that involved new technologies which require the certificate holder to upgrade the facilities and operations.
- Category 4 Immediate compliance to the new standard is triggered by a certain technical regulation.

For category 1, the certificate shall be upgraded to the new standard soonest possible before the expiry date of the certificate or within 6 months from the notification by VQC to the certificate holder whichever is earlier.

For category 2 and 3, the certificate holder shall notify VQC, the duration it requires to do whatever is necessary for compliance to the new standard. A suitable time frame shall be agreed between VQC and the certificate holder for the continuation of the certificate.

For category 4, the certificate may be terminated immediately or alternatively the certificate holder may request to continue certification for limited time and shall bear the risk that the certificate may not be acceptable to other third parties.

- The certificate holder does not wish to continue with the certification.
- The Product Certification Committee (PCC) decided and deemed it fit for the withdrawal of the certificate or any specific reason.

9.0 APPEALS

Appeal on suspension/termination of certification or rejection/termination of any application for certification shall be made within 30 days from the date of the notification. All appeals shall be submitted using VQC official form VQC-F17 (Appeal Form).

10.0 CHANGE OF CERTIFICATE OWNERSHIP OR CHANGE OF NAME

If the company's ownership of a certificate holder is taken over by another company or it has legally changed its company's name, the certificate is deemed to have been terminated automatically. However, VQC has provision for change of certificate ownership or change of name, provided the organization activities are still in operations, subject to official application by the new owner or certificate holder. The decision for transfer or change of name of the certificate holder is subjected to approval of the Product Certification Committee of VQC upon fulfillment of certification requirement and verification as and where necessary.


Request for change of ownership and change of company name shall be made officially using form VQC-F-22 (Application for Amendment of Certificate).

11.0 PRODUCT MARKINGS

The certificate holder shall ensure that the certified product is marked in accordance with the requirements for marking as specified in Product standard and other markings or identifications as instructed by VQC.

12.0 CERTIFICATION MARKS

The certificate holder shall identify the certified product with VQC's certification mark after an approval in writing from VQC. The terms and conditions governing the Certification Mark usage is available at VQC office.

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13.0 CERTIFICATION FEES

The applicant/certificate holder shall pay all certification fees due within the specified time. In the event of failure to do so, an interest, may be charged by VQC, at ten (10) percent per annum and the certificate may be suspended or terminated.

14.0 LIABILITY & INDEMNITY

- 14.1 The applicant/certificate holder shall agree that VQC neither assumes nor accepts any responsibility for any injury or damage to the applicant's/certificate's holder property or personnel that may occur during or as the result of activities, wherever performed, whether performed in whole or in part by the applicant/certificate holder or VQC, except when such injury or damage results solely from the negligence on the part of VQC or its representatives.
- 14.2 The applicant/certificate holder shall agree to defend, indemnify and hold harmless VQC against any and all liabilities, losses, cost and expenses incurred or sustained by any third party resulting directly or indirectly from the third party's reliance in whatever manner on the Certificate(s) and/or Certification Mark(s) or directory of Product Certification issued by VQC.
- 14.3 The applicant/certificate holder shall agree to extend to all the directors, officers, staffs and representatives of VQC and also to the staffs, auditors, assessors, and representative of VQC's Accrediting Body the same provision of clauses 14.1 and 14.2.

15.0 DISCLAIMER

The certificate holder shall be fully responsible for the product as stated in the certificate. VQC, all VQC's staff, all the board of Directors and Certification Committee members, its agent with consent or without consent of VQC and the Accreditation Bodies, their directors and staff, and their auditors shall not be liable and disclaims all responsibility for any losses, damage to property or personal injury suffered directly or indirectly arising from the usage and application of the product supplied by the certificate holder.