CERTIFICATION AGREEMENT

FOR

PRODUCT CERTIFICATION

BETWEEN

CMA CERTIFICATION (PTY) Ltd

AND

RECORD OF AMENDMENTS TO CERTIFICATION AGREEMENT

REV NO.	DATE	PREPARED BY	CHECKED BY	APPROVED BY	CHANGES
0			C van Zyl	F. Minnaar	Original Version
1	9 Jan 2017	C van Zyl	C van Zyl	F. Minnaar	Section 5 – (Added) emailing the changes stipulated on an official letter head and the implementation of it will be verified by CMA Certification service on the next scheduled audit. Section 9.2 – (Added) the word observer as well as, as well as relevant equipment, locations, personnel, clients as well as subcontractors Section 24.3 were added in its entirety Section 27.52 – Added "Documented"
2	20 June 2017	C van Zyl	C van Zyl	F. Minnaar	Section 8.7 of the agreement was amended, and the following was added - (Refer to section 25 of this agreement as well as section 24 of the CMA QMS system on how suitable action will be handled) This was added due to SANAS NCR Refer to JN01 on 20/6/2017
3	18 Jan 2018	C van Zyl	C van Zyl	F. Minnaar	3.2 - took out "ownership of the organization" and add in "over the" 6.2.2 - removed and or products and/or organizations assets 6.2.3 – included "original and removed "and all display copies there off and all other materials in its possession or under its control which reproduce or display the marks or, at the election of CMA Certification, destroy such materials and provide CMA Certification with satisfactory evidence of their destruction" 6.2.4 – removed "to CMA Certification" and included "CMA Certification" and included "to CMA Certification" and removed "which are not delivered up or destroyed or altered pursuant to clause 6.2.3" 7.1.3 – Changed invoice to statement 7.2 – Removed "It is understood that until such time as all the relevant permit/s and all display copies thereof have been returned by the organization and received by CMA Certification, invoicing will continue, and payments will have to be made accordingly" 7.4 – Removed "is market related and based, as a minimum, on the production price index (PPI) in South Africa" and replaced with "will be determined during a CMA Board meeting, taking into account all elements of business such as budget, yearly cost increases and sustainability of the company" 7.5 – Included "In case of force majeure on one party, written notice of the interrupting circumstances, specifying the nature and date of the commencement thereof and the necessary request for postponement of the evaluation shall be submitted to the other part" 7.6 Changed "Invoice" to statement 9.7 – Removed "(and not any other marks) and undertakes that it shall use the scheme logo at all times only" 9.11 – Removed "(except as specified in this agreement) as well as "(in its absolute) 13.6 – Removed "The period of suspension shall not exceed nine months since the previous evaluation. During this time" 13.6.1 – Removed completely

					Changed 13.6.2 to 13.6.1 and 13.6.3 to 13.6.2 13.6.3 - Removed “within 9 months of the previous evaluation” and added in “at the end of the requested suspension period” Also removed from 13.6.3 is “fails to request a reinstatement evaluation in the given period and/or” Included after was “requested” 19.1 – Included “any affected party shall be entitled on Thirty Days (30) written notice to cancel this agreement. 19.6 - Changed “Strife” to strike and included “(in the case of extended circumstances refer to clause 13.6)” 25.2 – Included “or obtained written permission to extend the registration for a maximum of another 6 (six) months in whih period the delay in registration must be resolved” 25.4.3 – Removed “Removed from” and replaced with “discontinued on” 25.20 – Removed “and will be responsible for withdrawal of all products and / or product packing displaying the logo from the organizations’ supply chain within 7 30 working days”
4	18 Aug 2022	C van Zyl	C van Zyl	H. Cockcroft	1. Spelling and grammar mistakes corrected 2. Reviewed after four (4) years for suitability, adequacy, and conformance. 3. CMA CS had a address change and the CIPC documents changed

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AGREEMENT RELATING TO THE CMA CERTIFICATION PRODUCT CERTIFICATION SCHEME:

ENTERED INTO BY AND BETWEEN

CMA Certification

Registration No: 2016/103170/07

(Hereinafter referred to as "CMA Certification")

And

Company Name:

Registration No:

(Hereinafter referred to as the "Organization")

1. Definitions

1.1. In this Agreement, unless the context otherwise indicates:

1.1.1. **"Agreement**" means this contractual document with any addendums hereto where applicable, which will form an integral part of this document and will be read in conjunction herewith.

1.1.2. "**Agreement Effective Date**" means the date upon which the last Party signs this Agreement.

1.1.3. "**Appointed Agent**" means a person or body utilised by CMA Certification for the purpose of satisfying its obligations in this Agreement which may include auditors, contracted auditors, accreditation assessors and/or observers.

1.1.4. "**Evaluation**" means the systematic, independent, documented process for obtaining records, statements of fact or other relevant information and assessing them objectively to determine the extent to which the relevant Certification Scheme requirements are fulfilled and includes the witness testing of independently selected products against the requirements of the relevant SANS Product Specification.

1.1.5. "**Certification**" means attestation by CMA Certification by the issue of a Permit ("Permit to Apply the CMA Certification Mark"), based on a decision following review/Evaluation that compliance to the relevant Certification Scheme requirements has been demonstrated.

1.1.6. **"Certification Cycle**" means the period of 3 (three) years following the date of Certification, i.e., before the "Valid until Date" stated on the Permit.

1.1.7. "**Default Interest**" means the interest rate at which all overdue amounts payable by the Organization to CMA Certification, in terms of paragraph 7.5 will attract interest, being the prime lending rate charged by the Standard Bank of South Africa Limited to its most favourable clients plus 2 (two) percentage points.

1.1.8. "**Guidelines**" means the guidelines for the usage of the Certification scheme logo and / or by the Organization as supplied from time to time by CMA Certification.

1.1.9. "**Permit**" means the permit (certificate) and supplementary pages detailing the Organizations scope of certification issued by CMA Certification which entitles the Organization to apply the CMA Certification mark to the products indicated in the supplementary pages.

1.1.10. "**Mark / Marks**" means the CMA Certification's certification Mark, and any marks or logos confusingly similar thereto.

1.1.11. "**MS**" means the management system used to plan, lead, organize and control the activities of the Organization with regard to the requirements of the CMA Certification's Product Certification Scheme.

1.1.12. "**MS documentation**" means documents such as manuals, procedures, works instructions, forms, registers, checklists etc. that are utilised and formally controlled by the Organization in connection with its MS and production activities.

1.1.13. "**Parties**" means CMA Certification and/or the Organization.

1.1.14. " **Organization's Products**" means the products of the Organization which are produced which are to be certified through CMA Certification. (i.e., those products included on the Permit).

1.1.15. "**Register of Certified Organizations**" means the official database of CMA Certification which lists all companies and or persons who/which have successfully obtained Certification.

1.1.16. "**Certification Effective Date**" means the date that certification was approved by the CMA Certification Manager.

1.1.17. "**CMA Certification Marks**" means all the trademarks owned and or used under licence by CMA Certification, whether such marks are registered or not or product scheme or relevant certification scheme.

1.1.18. "**Scheme**" means the product certification scheme to which this Agreement refers and encompasses the whole process of obtaining Certification by the Organization.

1.1.19. "**Services**" shall refer to the Certification services provided to the Organization by CMA Certification.

1.1.20. "**Pre-Permit Evaluation**" means an initial evaluation of the Organization's MS, production activities and product/s to determine its level of conformity with the CMA Certification and SANS Product Specification before a Permit is issued.

1.1.21. "**Post Permit Evaluations**" means the regular evaluation of the Organization's MS, production activities and product/s to determine its level of continued conformity with the CMA Certification and SANS Product Specification

after a Permit has been issued.

1.1.22. "**SANS Product Specification**" means any relevant South African National Standard (SANS) product specification published by the South African Bureau of Standards against which products are evaluated.

1.2. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

1.3. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.

1.4. Where any matter requires the approval, agreement, acceptance or consent of CMA Certification, such approval, agreement, acceptance, or consent shall be deemed not to have been given unless given in writing by CMA Certification. Unless otherwise specified in any relevant clause of this Agreement, CMA Certification may give or withhold its approval, agreement, acceptance, or consent in its sole discretion.

1.5. Any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time. Where any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday, or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

1.6. Any reference to a "month" is to a period commencing on any day in a calendar month and ending on the day preceding the day which numerically corresponds to such date in the immediately succeeding calendar month and any reference to a "calendar month" is to a Gregorian calendar month.

1.7. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

1.8. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.

2. SCOPE OF AGREEMENT

The scope of this Agreement covers the duties, obligations, and responsibilities of the respective Parties while the Organization is in the process of applying for Certification, during and subsequent to Certification

3. TRANSFER OF RIGHTS

3.1. The Organization will not be entitled to transfer or assign any of its rights or obligations in terms of this Agreement to any other person or body without prior written approval of CMA Certification, which approval shall not be unreasonably withheld or delayed.

3.2. This Agreement will terminate immediately upon transfer or disposal of the Organization's control over the premises, production processes or the MS, unless otherwise agreed in writing by both Parties.

4. DURATION

Subject to Clauses 6 and 13, this Agreement shall endure from the Agreement Effective Date and thereafter for an indefinite period until terminated in accordance with this Agreement.

5. AMENDMENTS TO AGREEMENT

5.1 CMA Certification reserves the right to affect such amendments, modification(s), updates, or revision(s) of the conditions set out in this Agreement at any time that any of the requirements or terms and conditions of the Scheme and/or the MS standard and/or the Certification or accreditation standard are amended, revised or updated. CMA Certification undertakes to give the Organization reasonable notification thereof by emailing the changes stipulated on an official letter head and the implementation of it will be verified by CMA Certification service on the next scheduled audit.

5.2 The Organization undertakes effectively to apply such amendments, modifications, updates and/or revisions not later than the date stipulated by CMA Certification.

6 TERMINATION

6.1 In addition to any provisions contained elsewhere in this Agreement, this Agreement may be terminated under the following circumstances:

6.1.1 Each Party may terminate the Agreement on giving 30 (thirty) days written notice to the other Party.

6.1.2 In the event of a breach of any of the terms and conditions of this Agreement by one party, the other party shall give the other party in breach, written notification to rectify the breach within 14 (fourteen) days from the date of transmission of such notification. Should the party in breach fail to comply, the other party may immediately terminate this Agreement without further notice to the party in breach and take any other action relating to this Agreement and/or other legislation applicable in law.

6.2 Upon termination of this Agreement for any reason whatsoever, the Organization shall:

6.2.1 Immediately cease use of the Mark.

6.2.2 as soon as reasonably practicable but no later than 30 (thirty) days following termination, remove from any establishment or place, all representations of the Mark including without limitation all signs or display material bearing the Mark.

6.2.3 Deliver (at its expense) to CMA Certification (or to any person, firm or company nominated by CMA Certification) such original permits.

6.2.4 The Organization shall be entirely responsible for any direct damage to CMA Certification caused by the unauthorised use of such materials.

6.3 Termination of this Agreement shall be without prejudice to the rights of either Party which may have accrued up to the date of such termination.

7 PAYMENT – TERMS AND CONDITIONS

7.1 The Certification fees payable shall be set out in a quotation presented by CMA Certification to the Organization and CMA Certification shall not be obliged to commence any services under this Agreement or otherwise until such time as the quotation is accepted in writing by the Organization. This quotation and the fees payable thereunder shall be binding on the Organization. The Certification fees payable shall, inter alia, include the following:

7.1.1 A fee to cover the Pre-Permit Evaluation and fees related thereto.

7.1.2 An annual fee covering, surveillance and recertification activities, which is escalated annually as stated in clause 7.4 below, and payable over a three-year cycle either monthly in advance or annually in advance or as arranged otherwise between the Parties.

7.1.3 The Organization agrees and undertakes that all fees payable by it under this Agreement shall be payable within 30 days from the date of any Statement and subject to any other terms set forth in such invoice.

7.2. In the event of cancellation of the Certification by the Organization or the withdrawal by CMA Certification of the Organization's Certification, the Certification fees payable will cease to be due on the first day of the month following the notice period of 30 (thirty) days to terminate the Agreement and any fees paid in advance will be refunded from the first day following the month of termination. The termination of this Agreement shall not release the Organization from paying fees and other costs due and owing.

7.3 In the event of suspension of Certification by the Organization or by CMA Certification of the Organization's Certification, the Certification fees will continue to be applicable, and the terms of this Agreement shall continue to apply.

7.4. Certification fees will be subject to an annual percentage increase that will be determined during the CMA Board meeting, taking into account all elements of business such as budget, yearly cost increases and sustainability of the company. The increase in the fees will be affected on giving the Organization a 60 (sixty) days' notice of such increase. Should the Organization not accept the increase the Organization may terminate the agreement in accordance with Clause 6.1.1

7.5. Should the Organization fail to make payment timeously, CMA Certification will be entitled to charge Default Interest on all fees due, owing, and payable. The interest will be calculated from the date payment became due up to the date of final payment. Should the Organization cancel any scheduled Evaluation less than two (2) weeks before the confirmed Evaluation date, CMA Certification will be entitled to levy a fee equivalent to 40% of the quoted fee for that Evaluation. In case of force majeure on one party, written notice of the interrupting circumstances, specifying the nature and the date of commencement thereof and the necessary request for postponement of the evaluation shall be submitted to the other party. For the avoidance of doubt, failure by the Organization timeously to pay CMA Certification any amounts due in accordance with this Agreement shall, notwithstanding any other provision contained herein, amount to a material breach of the Agreement and render the Agreement terminable by CMA Certification in accordance with Clause 6.1.2

7.6. If non-conformities that require on-site clearance are identified in the Organization's MS during any Evaluation conducted by CMA Certification, the Organization shall be responsible for payment of any additional costs that may be incurred by CMA Certification in ensuring that such non-conformities have been rectified by the Organization. A quotation shall be forwarded to the Organization for acceptance prior to the on-site clearance visit and these costs will be in addition to the quoted fees and payment for such shall be invoiced similarly to other amounts and payable within 30 days from the date of statement.

8. OBLIGATIONS OF CMA CERTIFICATION

CMA Certification shall:

8.1 Perform a Pre-Permit evaluation as follows:

8.1.1 As soon as is reasonably practical following the acceptance of the application, quotation, and Agreement Effective Date, conduct the Pre-Permit Evaluation in order to determine the level of compliance of the Organizations' Management System, facilities, manufacturing controls and conduct a witness test of a selected product against all the requirements of the relevant SANS Specification/s.

8.1.2 Issue a report detailing the outcome of the Pre-Permit Evaluation once such Evaluation is complete.

8.1.3 Upon compliance to the requirements of the Scheme, a positive recommendation shall be made to the Certification Manager for the inclusion of the organization on the Register of Certified Organizations.

8.2 Conduct the Registration Process as follows:

8.2.1. The Certification Manager of CMA Certification shall review the documented evidence of the process and conclusion of the Evaluations conducted on the Organization in order to verify that all the requirements for registration have been met and that the process was conducted in compliance with accreditation requirements.

8.2.2. If, within the discretion of the Certification Manager, all requirements for registration have been met, the Certification Manager shall approve Certification and the registration of the Organization on the Register of Certified Organizations and issue a Permit to apply the CMA Certification Mark to the Organization.

8.3. Perform Post Permit Evaluations as follows:

Having certified the Organization, CMA Certification shall, during the 2 (two) year period immediately following the date of Certification, conduct regular surveillance Evaluations of the certified Organization's MS, facilities, manufacturing processes and conduct witness testing of independently selected products in order to verify continued compliance with the requirements of the Scheme. It may be necessary to conduct Evaluations at short notice, and the Organization consents to such Evaluations in accordance with the provisions of Clause 9.2. These may include, but are not limited to:

8.3.1. Investigations on complaints.

8.3.2. Changes to the scope of the Organization's activities, MS or practices.

8.3.3. Conducting on-site clearance of non-conformities visits; and

8.3.4. Conducting of a recertification Evaluation after suspension.

8.4. Perform a recertification Evaluation as follows:

8.4.1. CMA Certification shall conduct a recertification Evaluation of the certified Organization's MS, facilities, manufacturing processes and conduct witness testing before the end of the Certification Cycle.

8.4.2. The recertification Evaluation shall be a re-evaluation of the Organization's MS and will take into consideration a review of the previous year's Evaluation results in the Certification Cycle.

8.5. Conduct the recertification process as follows:

8.5.1. The Certification Manager of CMA Certification shall review the documented evidence of the process and conclusion of the recertification Evaluation that was conducted on the Organization in accordance with Clause 8.4 in order to verify that all the requirements for registration have been met and that the process was conducted in compliance with Scheme accreditation requirements.

8.5.2. If, within the discretion of the Certification Manager, all requirements for recertification have been met, the Certification Manager shall approve the continued registration of the Organization on the Register of Certified Organizations and issue a Permit for a further cycle of 3 years.

8.5.3. If the recertification is not approved, this Agreement shall immediately terminate, and the provisions of Clause 6.2 shall apply.

8.6. Repeat the certification cycle as follows:

Every 3 (three) years, the Certification Cycle as described above shall be repeated. Accordingly, CMA Certification shall, following recertification in accordance with Clause 8.5, perform regular surveillance Evaluations in accordance with Clause 8.3 for a period of 2 (two) years following the date of any recertification and this surveillance shall be followed by a recertification Evaluation in the third year.

8.7 CMA Certification shall exercise proper control of ownership and shall take action to deal with incorrect references to certification status or misleading use of certification documents: logos or audit reports. (Refer to section 25 of this agreement as well as section 24 of the CMA QMS system on how suitable action will be handled)

9. OBLIGATIONS OF THE ORGANIZATION

9.1. The Organization undertakes to implement, maintain, and improve its MS, facilities and manufacturing processes and to take all such steps to maintain an effective MS in accordance with the requirements of CMA Certification and the relevant Scheme.

9.2. The Organization shall provide the duly authorised staff of CMA Certification and its Appointed Agents and/ or observers if applicable full access to all areas of the Organization's premises, deemed necessary by such employee or agent or observers access to all relevant information, records, MS Documentation, as well as relevant equipment, locations, personnel, clients as well as subcontractors and other relevant details as to enable CMA Certification to verify the

implementation, maintenance and effectiveness of the Organization's MS, manufacturing processes and products.

9.3. Any reference to CMA Certification, the Relevant Scheme, or the depiction of the applicable Scheme Logo made by the Organization, shall be in accordance with Clauses 24 and 25 of this Agreement.

9.4. The Organization undertakes to notify CMA Certification as soon as practically possible of any significant changes to the Organization and/or its activities that may have an effect on its compliance with the requirements of the Scheme. This includes, but is not limited to, a material change to the Organization's management and/ or MS, facilities, manufacturing processes and products.

9.5. The Organization shall also inform CMA Certification as soon as practically possible of any proposed changes in the "Scope of Registration", e.g., a total revision of the scope, or a reduction or extension of the scope.

9.6. If complaints relating to the Organizations Products are received by CMA Certification, the Organization undertakes to extend its full co-operation to assist CMA Certification during the investigation of such complaints. The Organization further undertakes to participate in negotiations with CMA Certification and the complainant regarding the publicising of information relating to the complaint.

9.7. The Organization hereby acknowledges that in terms of this Agreement it is only permitted to use the Scheme Logo in accordance with this agreement and any Guidelines published by CMA Certification.

9.8. The Organization hereby undertakes that it shall not register or apply to register any of the Marks as the whole or part of any trademark, domain name, and electronic mail address or otherwise.

9.9 The Organization acknowledges that the value and reputation of the Marks are such that they denote high quality status and agrees to ensure that it maintains the value and reputation of the Marks. The Organization also agrees to further ensure that its levels of customer service and complaint handling reflect this value, reputation, and high-quality status.

9.10. The Organization agrees at all times to use honest and ethical selling and marketing practices.

9.11. The Scheme Logo may be used in combination with any other marks, names, words, logos, symbols, or devices without the prior written consent of CMA Certification.

9.12. The Marks shall not be used in any manner which would bring them or CMA Certification into disrepute or otherwise materially damage the goodwill or reputation of the Marks or CMA Certification.

9.13. The exercise of the Organization's rights granted by this Agreement shall comply with all laws and regulations in force within South Africa save to the extent that such compliance is made impractical by the action or inaction of CMA Certification.

9.14. The Organization shall obtain and comply with all necessary consents, licences and authorisations required by law or under this Agreement.

9.15. During the continuance in force of this Agreement, the Organization shall not use without CMA Certification's prior written consent (in CMA Certification's absolute discretion) any marks which are similar to but not identical with the Marks or which otherwise incorporate the "CMA" name.

9.16. The Organization shall as soon as be practicably possible modify the use of the Scheme Logo on receipt of written notice from CMA Certification that such logo has been modified or altered.

9.17. The Organization undertakes and agrees to comply with all the obligations and terms and conditions stated elsewhere in this Agreement.

10. PERMIT TO APPLY THE CMA CERTIFICATION'S PRODUCT CERTIFICATION's Marks

10.1. The Permit/s issued in accordance with and subject to the conditions of this Agreement may be displayed by the Organization at the premises stated in Clause 14.3, and in accordance with Clauses 24 and 25.

10.2. The Permit/s shall at all times remain the property of CMA Certification and shall immediately be surrendered to CMA Certification as stipulated in Clause 6.2.3

10.3. The Parties agree that a true copy of the valid Permit may, at the discretion of the Organization, be displayed in its entirety on the Organization's website subject to Clauses 10.1 and 10.2 above.

11. APPEAL

If the Organization feels aggrieved by a decision of CMA Certification in terms of its registration, it may, in the first instance and within 10 (ten) days of being informed of such decision by CMA Certification, raise an appeal in writing setting out all the reasons for the appeal to the Certification Manager. The Certification Manager shall within a period of 14 (fourteen) days either uphold or dismiss the appeal (the "Appeal Period"). Should the Certification Manager dismiss the appeal or alternatively not notify the Organization of its decision before the expiration of the Appeal Period, then, the Parties may escalate the dispute (should it still exist) in accordance with the provisions of Clause 12.

12. DISPUTE RESOLUTION

Subject to the provisions of Clause 11, both Parties agree to the following dispute mechanism:

12.1. In the event of any disagreement arising out of this Agreement or the interpretation thereof, while in force or after its termination and the Parties being unable to reach agreement, the matter will be referred to the Executive Management of each of the Parties who shall endeavour to settle the dispute through bona fide negotiations.

12.2. In the event that the Parties are still unable to reach agreement through the process referred to in Clause 12.1, it is hereby agreed that a dispute shall be submitted to and decided by arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA), by an arbitrator agreed upon between the Parties or, failing agreement, appointed by the AFSA.

12.3. Each Party is entitled to give notice of arbitration, provided that such notice shall be given within 7 (seven) days and not later than 30 (thirty) days from the date that the Executive Management of the Parties or their nominees first met as contemplated in Clause 12.1; unless the Parties agree to extend the time periods referred to herein.

12.4. Unless otherwise agreed by the Parties in writing the arbitration shall be held at Pretoria, in the Republic of South Africa.

12.5. Only the Parties and their legal representatives or persons agreed to shall attend the arbitration proceedings.

12.6. The Parties shall use their best endeavours to expedite the arbitration process.

12.7. Subject to the other provisions of this clause, arbitration shall be held in accordance with the provisions of the Arbitration Act, Act No 42 of 1965, as amended.

13. SUSPENSIONS

13.1. Without prejudice to it rights to terminate this Agreement and cancel any Permit, CMA Certification may, within its discretion and upon written notice, suspend the registration of an Organization due to non-conformance to the requirements of the Product Certification Scheme.

13.2. CMA Certification shall inform the Organization in writing of the suspension decision and the conditions set by its Certification Manager, the period of suspension and the reasons for the suspension.

13.3. If the Organization has not corrected the non-compliances by the end of the suspension period, CMA Certification may immediately terminate this Agreement and cancel the Permit and the provisions of Clause 6.2 shall accordingly apply.

13.4. During the period of suspension, the Organization shall:
- 13.4.1. not claim Certification in respect of the Relevant Scheme in any material whatsoever, including, marketing, sales, or procurement documents, e.g., tenders.
- 13.4.2. not display the Permit or fly the Certification flag on its premises.
- 13.4.3. adhere to any specific instructions and conditions, which CMA Certification may include under Clause 13.2.
- 13.4.4. not mislead its customers or the consumer/public in any way whatsoever, regarding its Certification status.
- 13.4.5. Should the above provisions not be complied with, such an action shall be regarded as a material breach of this Agreement and CMA Certification shall be entitled to take steps it deems necessary against the Organization as provided for in law.

13.5. CMA Certification shall, upon request from any third party, correctly state the status of Certification of the Organization's Permits.

13.6. The Organization may request voluntary suspension of its Certification due to; moving premises, alterations to facilities and/or production processes, restructuring which may impact on its compliance to the requirements of the Scheme's certification standard.
- 13.6.1. The provisions of compulsory suspension as stated in Clause 13.4 shall apply during the period of voluntary suspension.
- 13.6.2. The Organization shall request a reinstatement Evaluation at the end of the requested suspension period. If the Organization is unable to achieve full compliance with the requirements of the relevant Scheme certification standard after the requested suspension period, the Certification shall be withdrawn/cancelled by CMA Certification and the Certification shall be terminated and all Permit/s shall immediately be returned to CMA Certification.

14. NOTIFICATION AND COMMUNICATION

14.1. The Parties elect the following addresses where all communications and modifications to this Agreement can legally and validly be made by means of postal mail, e-mail, facsimile, or personal delivery:

14.2. **Details of CMA Certification**

The Certification Manager:
CMA Certification

Postal address:
Post Net Suite 334, Private Bag X15, Menlo Park, 0102

Business address:
28 Oaklane Office Park, Grippon Road, Bartlett, Boksburg, 1459

TEL: 011 – 805 6742

E – Mail: gm@cma.org.za

14.3. **Details of Certified Organization:**

Registered Name:

Responsible Person:

Trading name:

Organization's registration number or identity number (where applicable):

Postal address:

Business addresses:

Tel:

Fax: N/A

E – Mail:

14.3 **Scope of Certification:**

Shall be as depicted on the valid Permit issued and maintained in terms of Clause 10 of this agreement.

14.5. Language: All communications shall be made in the English language.

15. JURISDICTION

This Agreement is governed and construed in accordance with the laws of the Republic of South Africa. The Organization consents to the jurisdiction of the South African Courts.

16. CONFIDENTIALITY

16.1. Confidential information:

16.1.1. In terms of this Agreement, "Confidential Information" shall mean any information disclosed (whether in writing, orally, electronically or by any other means whatsoever) by or on behalf of a Party to another Party in terms of this Agreement including, without limitation, any information relating to a project, the Parties products, inventions, operations, methodologies, systems, processes, plans or intentions, know-how, designs rights, pricing, trade secrets, market opportunities, or business or financial affairs.

16.1.2. Confidential information shall not include information that:

16.1.2.1. A Party hereto can show by documentary evidence was known to such Party prior to the date of its disclosure to such a Party; or

16.1.2.2. Becomes publicly known, by publication or otherwise, not due to any unauthorised act or omission of any of the Parties or any other Party having an obligation of confidentiality to the Parties; or

16.1.2.3. Is subsequently lawfully disclosed by a Party(ies) hereto to any natural or legal person on a non-confidential basis; or

16.1.2.4. The Parties hereto can conclusively show by documentary evidence that such information developed independent of any access to the confidential information; or

16.1.2.5. is required to be made publicly accessible by the CMA Certification regarding the certification status such as granting, extending, maintaining, renewing, suspending, reducing the scope of, or withdrawing of certification) of any organization.

16.2. The Parties agree that they shall not disclose any Confidential Information which they obtained whilst they are in the performance of any function in terms of this Agreement except:

16.2.1. by court order; or

16.2.2. with prior written consent of the other Party upon reasonable consideration of the facts by the other Party; or

16.2.3. such information which is required in terms of any law or as evidence in any court of law; or

16.2.4. to any competent authority which requires it for the institution, or an investigation with a view to the institution of any criminal prosecution; or

16.2.5 to any person who of necessity requires it for the performance of any function in terms of this Agreement; or

16.2.6. to assessors and accreditation management staff of recognised Scheme bodies who have valid agreements with CMA Certification.

16.3. The Parties agree to exercise reasonable care to prevent disclosure of the other Party's Confidential Information to any third party, except as may be authorised in writing by the other Party. Internal dissemination of the Confidential Information shall be limited to those employees whose duties justify their need to know such information and then only on the basis of a clear understanding by these employees of their obligations to maintain the trade secret status of such Confidential Information and to restrict the use of such information solely to the use granted to the other Party under this Agreement. The Parties shall each be liable for any improper disclosure of Confidential Information by their employee.

16.4. The Parties acknowledge that these limitations imposed are fair and reasonable in the circumstances and necessary to protect the rights and interests of the respective Parties.

16.5. The limitations imposed in terms of this clause shall perpetuate for the period of the Agreement between the Parties and shall furthermore survive the expiration or termination of the Agreement.

17. WARRANTIES

17.1. CMA Certification warrants that:

17.1.1. All Certification services rendered in terms of this Agreement will be provided with reasonable care, skill, and expertise.

17.1.2. It shall use its reasonable endeavours to provide the Certification services with promptness, diligence and in a competent manner.

17.1.3. Whilst on the premises of the Organization, it shall at all times (and shall procure that its Staff shall at all times) comply with the provisions of legislation affecting the operations of CMA Certification including, without limitation, laws relating to health and occupational safety and in this regard shall comply with all reasonable requests and instructions of the Organization.

17.1.4. It shall perform its obligations under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any intellectual property or other proprietary rights of any third Party.

17.1.5. It shall have and comply with all the necessary licenses, certificates, authorisations, and consents required under the laws of the Republic of South Africa; and

17.1.6. It shall comply with all legal requirements and with the terms and conditions of all licenses, certificates,

authorisations, and consents required for the provision of the Services.

17.2. The Organization warrants and undertakes that:
17.2.1. It shall comply with all the terms and conditions of this Agreement.
17.2.2. It shall have and comply with all the necessary licenses, certificates, authorisations, and consents required under the laws of the Republic of South Africa.
17.2.3. It shall comply with all legal requirements and with the terms and conditions of all licenses, certificates, authorisations, and consents required for the provision/supply of the Organization's Products.

18. INDEMNITY

18.1. The Organization undertakes and agrees at all times during the continuance in force of this Agreement to observe and perform the terms and conditions contained in this Agreement. The Organization undertakes and agrees to indemnify and hold CMA Certification harmless from and against any and all losses, damage or damages, costs, expenses, fines, penalties or otherwise, arising directly or indirectly out of or in connection with or related to any third party claim or users claim for or alleging bodily harm, injury or death, damage to property, or any other damage whatsoever, notwithstanding the form in which such action is brought (including, without limitation, legal costs on an attorney-client basis, fees and expenses and value added tax).

18.2. The Organization shall hold harmless and indemnify CMA Certification against any claim by any third party that the MS and/or the Organizations Products infringe any intellectual property rights of such third party.

18.3 Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable to the other for any indirect or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

19. FORCE MAJEURE

19.1. If vis major or force majeure or casus fortuitous ("the Interrupting Circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement, or as the case may be, the affected portion thereof shall be suspended for the period during which the Interrupting Circumstances prevail. If however any material part of the Agreement will be affected by the interrupting circumstances for a period exceeding thirty (30) days, any affected party shall be entitled on thirty (30) days' notice to cancel this agreement.

19.2. Written notice of the Interrupting Circumstances specifying the nature and date of commencement thereof shall be despatched by the Party seeking to rely thereon (on whom the onus shall rest) to the other/s as soon as reasonably possible after the commencement thereof.

19.3. Written notice of the cessation of the Interrupting Circumstances will be given by the Party who relied thereon within 2 (two) days after such cessation.

19.4. No Party shall subsequently be obliged to comply with the obligations suspended during such period.

19.5. The Party whose performance is interrupted by the Interrupting Circumstances shall be entitled, provided that such Party shall give notice to that effect with the written notice of the Interrupting Circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

19.6. For the purposes hereof vis major and force majeure include acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strike, riots, insurrection, sabotage, acts of war or public enemy, prohibition of exports, flood, storm, fire or (without limitation eiusdem generis) any other circumstances beyond the reasonable control of the Party claiming force majeure or vis major and comprehended in the terms force majeure or vis major; provided that labour disputes (including, without limitation, strikes, go-slows or lockouts) shall not be included as events vis major or force majeure. (In case of extended circumstances refer to clause 13.6)

20. RELATIONSHIP MANAGEMENT

CMA Certification shall be notified, in writing as per Clause 9.4 as soon as practically possible, should there be any change of Organization's contact person and/or the MS representative (if this is not the same person).

21. SEVERABILITY

Any provision in this Agreement, which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement. This is subject to the severed clause not being material to the enforceability or existence of this Agreement.

22. ENTIRE AGREEMENT - MODIFICATIONS

22.1. This Agreement constitutes the entire Agreement between the Parties and any previous written agreements, communications, correspondences, and the like, oral, or written, shall be deemed null and void except as incorporated in the present Agreement.

22.2. The Parties are bound by the provisions of this Agreement which, same as provided for in clause 5 above, cannot be modified or changed except by amendments in writing signed by duly authorised representatives of each Party.

22.3. Proposed amendments to this Agreement shall be agreed between the Parties. The validity of this Agreement will not be affected whilst proposed changes are being processed.

22.4. The issued Permit and, where necessary, an amendment to this Agreement will contain the latest details as agreed and accepted by both Parties.

23. INDEPENDENT ADVICE

The Organization acknowledges that it has been free to secure independent legal and other advice as to the nature and effect of all the provisions of this Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so. The Organization acknowledges that all of the provisions of this Agreement and the restrictions herein contained have been negotiated between it and CMA Certification and are part of the overall intention of the Parties in connection with this Agreement.

24. ADVERTISING CERTIFICATION

24.1. The Organization or any other person may not claim or refer to the Relevant Scheme in an advertisement or other form of publicity, to give the impression that CMA Certification has approved the quality of the Organization's Products which are not included in the scope of certification indicted on the Permit.

24.2. The logos of the International Organization for Standardisation (ISO), the international accreditation Forum (IAF) and the logos of CMA Certification's Accreditation Body (SANAS) may not be utilised in any way whatsoever.

24.3 The Organization may provide copies of the Certification Documents to other parties provided that the documentation are reproduced in its intertie. Copies of Certification Documents may not cause incorrect impressions of the Organizations Certification scope

25. MARKS AND SCHEME LOGO

25.1 The certified Organization may use the CMA Certification product scheme logo in order to show compliance with the relevant SANS Specification to which they have been assessed and certified to.

25.2 The CMA Certification product scheme logo may only be used by the Organization whilst it maintains a valid registration permit issued by CMA Certification or obtained written permission to extend the registration for the maximum of another 6 (six) months in which period the delay in registration must be resolved.

25.3 The certified Organization MAY display the CMA Certification scheme logo, on condition that it is clear from such displays that the logo relates to the product and brand as specified in the permit, as follow:

- 25.3.1 On its letterheads and stationery.
- 25.3.2 In advertising or in promotional material.
- 25.3.3 On a panel or boarding that identifies its premises or the nature of its business.
- 25.3.4 On a fleet vehicle or delivery vehicle.
- 25.3.5 On the Organization's product packaging, product label or on the product itself – but only on the product(s) which has been evaluated and certified by CMA Certification.

25.4 The CMA certification logo MAY NOT be used:

- 25.4.1 On any test report or product data sheet or in any circumstances that suggest that the logo applies to a particular product test result generated by the organization.
- 25.4.2 No CMA Certification logo shall be applied to laboratory test, MSDS, TDS, calibration or inspection reports or on

any other documentation, which may be deemed as misleading.

25.4.3 The certification scheme logo referred to above may not be used in any manner whatsoever after the cancellation of the registration and must be discontinued on all media such as the product, product packaging, Internet, brochures, letterheads, advertising, billboards, etc with immediate effect.

25.5 Specification numbers and / or permit numbers need only be added to the logo in cases where confusion may exist as to which part of the product has been certified or where required by legislation.

25.6 There shall be no ambiguity in the use of the logo or accompanying text. The organization may not imply that the certification applies to products that are outside the scope of certification, nor shall the logo be used in a way which may be likely to confuse purchasers.

25.7 The mark shall not be used on a product or product packaging in any way that may be interpreted as denoting product conformity for products and specific brands unless compliance can be shown to the requirements of the current specification through the evaluation regime.

25.8 The Organization may not imply that a product complies with a specification if the due process with regards to certification has not been followed or completed.

25.9 The organizations' use of the logo in all media such as the product, product packaging, Internet, brochures, advertising, billboards, etc shall not make any statement that is misleading in any manner whatsoever.

25.10 The Organizations' name must appear on any communication materials where the logo is used.

25.11 The Organization may not modify or alter the logo design in any way. The logo may not be translated or otherwise localized into any other language.

25.12 The Organization may not combine the CMA Certification logo with any other object, including but not limited to, other logos, icons, words, graphics, photos, slogans, numbers, symbols, design features or website audio files. Further, the logo cannot be used with any other trademark (including the company name) unless it is sufficiently distinguished from the surrounding and adjacent text.

25.13 The logo may not be displayed more prominent than the organizations logo.

25.14 The logo must not be stretched or compressed horizontally or vertically or distorted in any way.

25.15 The Organization cannot assign, or sub license the right to use the logo.

25.16 The application of the Certification mark on the specific commodity shall be cleared with CMA Certification prior to utilization.

25.17 Organizations certified by CMA Certification are not entitled to use the logos of CMA Certification's accreditation bodies in any way i.e., no organization may use the SANAS logo in any form whatsoever.

25.18 The Organization can no longer use the logo if recognition is suspended or withdrawn by CMA Certification.

25.19 When placed under suspension, the Organizations' product certification is temporarily invalid. Therefore, the Organization shall for the period of suspension, refrain from further promotion of their certification, nor shall they imply that the product complies with any SANS specification.

25.20 Subsequent to the cancellation or expiry of its certification, the organization shall discontinue the application of the CMA Certification logo on the product and / or product packaging, with immediate effect.

25.21 Subsequent to the cancellation or expiry of its certification, the Organization shall discontinue all use of all material that contains any reference to a certified state or displays the CMA Certification logo, with immediate effect, and will be responsible for withdrawal of the logo from the Organizations' supply chain within 30 working days. The Organization shall do nothing to lead suppliers into believing that the Organization is still licensed to use the logo or is connected to or recognized by CMA Certification in any way.

25.22 Should CMA Certification change the product Certification logo; the Organization shall ensure that:

25.22.1 Any documentation (e.g., labels, brochures, letterheads, etc) printed with old logos may continue to be used until the current stock has been depleted. Any new material printed shall display the latest version of the logo.

25.22.2 Any product which has the logo printed on the product (e.g., by laser printing) shall display the latest version of the logo.

25.22.3 Any product which has the logo embossed on the product (e.g., the logo forms part of a mould) the logo will remain valid until such time as the mould is replaced.

26. TECHNICAL DOCUMENTATION

The following documentation shall be available at the Organization for evaluation by CMA Certification auditors. As applicable, the Technical Documentation may include but not limited to the following:

26.1 A general description of the Product. This requirement could normally be met by the description (including model number, type description, etc.) as found in the user's handbook.

26.2 A general assembly drawing and/or photographs and/or a block diagram to demonstrate conceptual design, manufacturing drawings and schemes of components, sub-assemblies, etc. The drawings should relate to a particular type, model number and year of manufacture.

26.3 A list of the standards applied to any subcomponent where that subcomponent may have a significant impact on the performance of the final product.

26.4 Results and/or test reports compiled by the manufacturer, CMA Certification, or any other person the manufacturer considers to be competent.

26.5 Master samples may be retained by the CMA Certification; these shall be securely stored and shall be identified with the manufacturer's name, date sample taken and relevant specification number.

27 QUALITY MANAGEMENT SYSTEM

27.1 The CMA Certification's Product Certification Scheme requires the Manufacturer to operate a quality management system to ensure consistent control of the product characteristics and to ensure compliance with the product Technical Documentation. The Quality Management system of the manufacturer does not have to be certified. The quality control and assurance methods, processes and management shall at no time fall below the level prevailing at the time that the Organization was assessed for the purpose of the issue of this permit.

27.2 Where the manufacturer does not operate a Certified QMS (i.e., ISO9001), recognized by CMA Certification, the following quality requirements will apply.

27.2.1 **Management Responsibility** - The organization shall appoint a management representative (MR) who, notwithstanding any other responsibility the MR may carry, shall have the necessary authority and shall be responsible for ensuring that the requirements of these conditions are implemented and maintained.

27.2.2 The name of the management representative shall be submitted in writing to CMA Certification. Should the above-mentioned person be replaced, the name of the new incumbent shall be submitted in writing to CMA Certification without delay.

27.2.3 The Organization shall conduct internal audits at planned intervals to determine whether the quality management system conforms to the quality management system requirements established by the Organization and is effectively implemented and maintained.

27.2.4 **Control of Documents and Records** - A procedure shall be documented for the control of all documents and records related to the Mark bearing product including:

i) To approve all related documents
ii) To review, update and re- issue as necessary of Organizations management system.
iii) To ensure that changes and the current revision status of documents are identified
iv) To ensure that relevant versions of applicable documents are available at points of use, that they remain legible and are readily identifiable.

27.2.5 All records as required by this agreement shall be kept by the Organization for a minimum period of 3 years or as required by law if longer than 3 years.

27.2.6 The Organization shall maintain records of all the approved product ranges and types and where applicable, the model numbers, falling within the scope of the SANS product specification.

27.2.7 The Organization shall retain a copy of the latest edition of the SANS product specification to which a product is manufactured.

27.3 **Personnel performing quality functions**:

27.3.1 The MR shall be a competent person, or the MR shall nominate a competent person or persons, capable of carrying out the prescribed tests and inspections to the satisfaction of CMA Certification.

27.3.2 The Organization shall ensure that all personnel performing inspections and tests have appropriate experience, skills or training.

27.4 **Manufacturing** - The Organization shall plan and carry out production under controlled conditions. Controlled conditions shall include, as applicable:

27.4.1 The availability of information that describes the characteristics of the product.

27.4.2 The availability of work instructions, as necessary.

27.4.3 A production flow diagram or equivalent, acceptable to CMA Certification that indicates all the control and test points at each stage of production.

27.4.4 The use of suitable equipment to ensure product consistency to the standard.

27.4.5 The availability and use of monitoring and measuring devices.

27.4.6 The factory shall at all times be maintained in a tidy and hygienic condition in conformity with the requirements of the Occupational Health and Safety Act (No 85 of 1993)

27.4.7 The Organization shall demonstrate by regular sampling and testing of products being produced or distributed that the products have met the requirements of consistency of manufacturing. The CMA Certification sampling

frequency may be adjusted from time to time to ensure that the Organization ensures the required product consistency.

27.4.8 The Organization shall be able to demonstrate that the requirements of the relevant SANS product specification have been assessed and that there is a clear policy relating to any changes to the product should the SANS specification be changed.

27.5 Customer complaints

27.5.1 Records of customer complaints and corrective actions shall be maintained and be available for inspection by a CMA Certification representative.

27.5.2 All customer complaints shall be treated as non-conforming product, shall be investigated and if found to be valid, documented corrective actions shall be instituted in accordance with this Agreement.

27.6 Purchasing and control of incoming material

27.6.1 The Organization shall ensure that all product or components purchased, conforms to specified purchase requirements.

27.6.2 Where components, used in the manufacture of a mark-bearing product, are required to meet Regulated Requirements, then there shall be purchasing control of those components.

27.6.3 The Organization shall evaluate and select suppliers based on their ability to supply product or components that will satisfy the requirements of the product

27.6.4 The Organization shall ensure that no incoming material is used or processed unless and until inspected or otherwise verified as complying with specified requirements.

27.6.5 Material may be released for urgent manufacturing purposes prior to inspection or other verification, provided that it is identified in a positive manner that will, prior to despatch, permit immediate identification and replacement of any defective item.

27.6.6 Verification of the quality of purchased material by a CMA Certification representative shall not form part of the Organization's quality system.

27.7 Inspection

27.7.1 The Organization shall ensure that it is able to distinguish between inspected and uninspected product at all stages of production.

27.7.2 At all control or test points, working drawings or instruction sheets, or both, shall be available and accessible. They shall indicate the measurement accuracy required and the tolerance permitted.

27.7.3 A final inspection shall be conducted, this inspection shall include verification that at least the inspections and tests required during manufacture and on the finished product have been performed.

27.7.4 Where the Organization uses an outside laboratory to conduct any tests or inspections, the Organization shall be responsible for ensuring that all the relevant inspections and tests have been correctly carried out and that his records include the results of these inspections and tests.

27.7.5 The Organization shall ensure the identification and traceability, where required, of customer supplied property.

27.7.6 In the case of refurbished products, the Organization shall ensure the preservation of original product requirements.

27.8 Handling, storage, packaging, preservation, and delivery

27.8.1 Storage and holding areas (or both) shall be provided for conforming material at all stages of manufacturing.

27.8.2 Separate storage areas shall be provided for rejected material at all inspection points, and/or where necessary, elsewhere in the factory, in order to obviate any possibility of such material being used after it has been rejected or before it has been rectified.

27.8.3 Certified product shall be handled, packaged, and preserved to ensure only acceptable product is offered to the market.

27.9 **Test equipment and accuracy of measurement** - Test and measuring equipment relevant to a Mark product shall be:

27.9.1 Calibrated or verified at specified intervals, or prior to use, against measurement standards traceable to National Standards.

27.9.2 Where no standard exists, the basis used for calibration shall be recorded.

27.9.3 Identified to enable the calibration status to be determined.

27.9.4 Adjusted or re-adjusted as necessary.

27.9.5 Safeguarded from adjustments that would invalidate the measurement results of the required accuracy, commensurate to the product standard.

27.9.6 Protected from damage and deterioration during handling, maintenance, and storage.

27.9.7 If the Organization is unable to comply with the requirements above, it shall arrange with a calibration laboratory, acceptable to CMA Certification, to conduct calibrations of all measuring instruments or equipment applicable to the product.

27.10 Non-conforming product

27.10.1 The Organization shall establish a procedure for the control of nonconforming product and for corrective/preventative action directly related to the Mark product to ensure that any such product is identified and controlled to prevent its unintended use or delivery.

27.10.2 Where audits or testing indicate that the quality system or products do not comply with the relevant requirements of the CMA Certification's Product Certification Scheme, the Organization shall be required to institute appropriate corrective action.

27.10.3 Only product that fully complies with the requirements of the Certification Scheme may carry the CMA Certification Mark.

27.10.4 For products failing to comply with South African Compulsory Standard requirements the organization shall
i) Cease all delivery of new products
ii) Have a documented recall system

27.10.5 Should CMA Certification incur any costs due to verification activities to ensure that an effective recall has been achieved, these costs shall be for the account of the Organization.

28. AGREEMENT APPROVALS

For the ORGANIZATION

Signed at on this the day of Year

By executing this deed, the signatory warrants that he/she is duly authorised to execute this Agreement on behalf of the organization.

Signature: _____

Name:

AS WITNESSES:

1) _____ 2) _____

For CMA CERTIFICATION

Signed at Pretoria on this the 18th day of August Year 2022

By executing this deed, the signatory warrants that he/she is duly authorised to execute this Agreement on behalf of

CMA Certification

Signature: _____

Name: H.B Cockcroft

AS WITNESSES:

1) _____ 2) _____