



PRODUCT ASSESSMENT SCHEME

TERMS, CONDITIONS & APPEALS PROCESS



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In the spirit of reconciliation, CSi acknowledge the Traditional Owners and Custodians of country throughout Australia and the Torres Strait Islands, their connections to the land, sea and community and thank them for protecting this country and its ecosystems since time immemorial. The Cabrogal of the Darug Nation are the Traditional Owners and Custodians of this land where CSi are Head Office, based. We pay our respect to the elders both past and present and extend that respect to all Aboriginal and Torres Strait Islander, first nation people.

AMENDMENT HISTORY	
Date	Amendment Summary
22/4/2021	Document layout-format changes, Reference to JASANZ Symbol, Issue 2, Revision 0
01/12/2021	Additional information added to Changes to Terms & Conditions, Issue 2, Revision 1
05/02/2022	Additional information added to Changes to Terms & Conditions, Issue 2, Revision 2
07/06/2023	Additional information added: a description of the means by which the certification body obtains financial support. Issue 2, Revision 3
31/10/2023	Reviewed and reformatted. Issue 2, Revision 3

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1.0 Introduction

The aim of Certification Solutions International, (**CSI**) Type 5, Product Assessment Scheme, (PAS-Mark), is to address consumer concerns over product attributes, such as suitability for intended purpose and to generate confidence in the community that products manufactured, tested, and marked with the PAS-Mark, comply with a particular National or International Standard, Technical Specification, or Industry Code. The PAS-Mark Scheme supports the use of new and innovative products and is one of a number of options available for meeting “Fit for Purpose” and/or “Evidence of Suitability” requirements.

CSI are an accredited Conformity Assessment Body. The Pas-Mark Scheme is a voluntary certification scheme for products to ensure the products are fit for purpose and appropriately authorised for use in a range of products, such as, but not limited to.

PPE (Safety Footwear, Harnesses, Eye Protection, Helmets, Hearing Protection, Gloves), Child Restraints, Child Safety Products Personal Flotation Devices, Structural Steel Products, Safety Glazing Materials, Insulating Glass Units, Doors and Windows, Heat Soak Ovens, Fuel containers, Fire Alarms, Fire Extinguishers, Building Products, Potting Mixes, Engineered Wood Products, Timber Treatment, Verification of Timber Properties, Plumbing or Drainage Installations.

In order to achieve PAS-Mark certification, the subject product needs to.

1. be tested by an accredited testing laboratory.
2. comply with an applicable standard.
3. be manufactured in accordance with an approved quality management plan/system; and
4. state its intended scope of use.

The terms and conditions outlined in this document regulate the supply of services by Certification Solutions International Pty Ltd (hereinafter referred to as **CSI**) to the client and take precedence over any other terms that may be communicated by the client, their agent or associate of the client. Variations to the terms and conditions of this document can only be made in writing between the parties, with full agreement of all parties involved in the contract for service.

Services provided by **CSI** will be delivered in a professional manner by an employee, subcontractor, or agent of **CSI**, who, at all times maintains responsibility for the scope of work/service undertaken.

This document should be read in conjunction with the other Product Assessment Scheme documents of contract – these are.

- PASF_001 PAS-Mark Application Form
- PAS-001 PAS-Mark Scheme - Rules & Requirements.
- PAS-003 PAS-Mark Scheme - Use of Certificate & Trademark Logo

- PAS-004 PAS-Mark Scheme - Schedule of fees (or other written agreement on pricing reached with **CSI**).
- PASF_052 PAS-Mark- Declaration of Conformity
- PASTS-000 Technical Specification General Requirements

Products complying fully with the applicable requirements of the PAS-Mark Certification Scheme are then eligible to be certified by a PAS-Mark Conformity Assessment Body and listed on the PAS-Mark Product Database. Certified products are identifiable by the PAS-Mark which should be displayed on a product upon the granting of a PAS-Mark Licence.

The PAS-Mark Certification Scheme is based on; ISO/IEC 17067, Conformity assessment — Fundamentals of product certification and guidelines for product certification schemes.

1.1 Terminology in PAS-Mark Scheme use

PAS-Mark Scheme documentation contain words which have the following meaning.

- a) the words “shall” and “must” are to be understood as being mandatory.
- b) the words “is to” and “are to” are to be understood as being directory.
- c) the word “may” is to be understood as being discretionary or enabling, as the context requires; and
- d) the word “should” is to be understood as a recommendation.

1.2 Applicability of Terms & Conditions

- a) These terms and conditions govern the supply of Certification Services by **CSI** to the Client.
- b) These terms and conditions exist over any other terms that may be communicated by the Client in writing or orally, whether in a letter or other document.
- c) No individual acting or purporting to act on behalf of **CSI** shall have authority to waive or change these terms orally. Waivers or changes shall have effect only if made in writing and signed by a duly authorised officer of **CSI**.
- d) **CSI** may vary these terms and conditions at any time by notifying the Client, including any variation necessary to satisfy any direction given to **CSI** by an accreditation authority, regulatory body.

2.0 Obligations and Responsibilities

CSI, as a party to this agreement, shall provide systematic examination, evaluation of conformity testing, document reviews, business reviews and, if satisfactory, certification and/or authorisation to use the PAS-Mark logo on the product in accordance with **CSI** procedures.

*Please note That, in pursuit of its policy of continuous improvements, **CSI** reserves the right to modify its operational*



and administrative procedures at any time during the contractual agreement in place with the client.

The client has an obligation and responsibility to provide **CSI** (and authorised observers accompanying **CSI**) with all necessary access to documentation, product samples, manufacturing, and test facilities to allow **CSI** to deliver the services contracted for under this agreement. The client guarantees the completeness and accuracy of product samples, drawings, documentation given to **CSI** or an independent third-party test laboratory, in compliance with the requirements of the PAS-Mark Scheme and specified, National or International Standard, Specification or Industry Code.

The client hereby warrants and covenants with **CSI** that it will at all times during the life of the agreement comply with all reasonable requirements necessary for the issuance of the Certificate of Conformance and associated Product Compliance Schedule including, (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes or similar matters issued by any authority pursuant to which, in compliance of which, or for the purpose of which certification is issued or such other reasonable requirements of **CSI** as are necessary to enable certification to be issued and maintained.

The client hereby warrants the completeness and accuracy of all documents and information supplied to **CSI** for the purposes of this agreement.

The client undertakes to notify **CSI** in writing, of any conditions, which would or could affect a decision by **CSI** to issue or maintain certification (this includes complaints relating to a certified product's compliance with the requirements of the relevant standard and associated corrective and preventative actions, product recalls or failures). **CSI** shall also be given access to all material in relation to the above. The client shall also have in place internal procedures to assure **CSI** is kept informed at all times.

CSI shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control, which could not be reasonably foreseen.

If any of the terms and conditions of this agreement is determined to be invalid or unenforceable by any court such determination and consequential severance (if any) shall not invalidate the rest of the agreement, which shall remain in full force and effect as if such terms and provision had not been made a part thereof.

3.0 Warranties and Liabilities

To the extent permitted by law, **CSI** will not be responsible in tort, contract or otherwise for any loss or damage, including for any personal injuries or death, or any consequential loss, loss of markets and pure economic loss, suffered by the client, whether or not the loss or damage occurs in the course of performance by **CSI** of this agreement or other services or in events which are in the contemplation of **CSI** and/or the client in events which are foreseeable by **CSI** and/or the client.

To the extent that liability has not been effectively excluded by the preceding clause, then at the election of **CSI**, **CSI** limits its liability to:

- The supply of the particular service again; or
- The payment of the cost of supplying the particular service again.

The warranties set out in this agreement are the sole and express warranties between the parties and the parties make no expressed, implied, oral, written or any other warranties in respect of the agreement.

The client is liable for ensuring that; the product, process, or service is compliant with ongoing certification procedures or requirements and, the specified standard indicated on the certificate of conformance. **CSI** accepts no liabilities for the client's product, process or service when sold in the marketplace.

Upon certification of a product the design of all major and critical components and materials in the product and manufacturing, assembly and testing processes shall be reviewed, verified, documented and frozen, and cannot be changed without the written authorisation of **CSI**.

In addition, the.

- Location where critical components are manufactured, and/or critical process are implemented and the final assembly, inspection and testing of the certified product takes place (client's premises); and
- The client's organisation or management structure

shall not be significantly changed such that the certified product would no longer comply with the nominated standard, PAS-Mark Scheme – Rules and requirements and this document.

Whilst changes and modifications are a routine part of the manufacturing environment **CSI** must be kept informed of any planned major changes and modifications that shall affect product compliance with the standard. Implementation of such major changes and modifications shall require the client and **CSI** to agree on product re-verification testing to be undertaken to the applicable standard, for certification to continue.

Except in the case of deliberate neglect on the part of **CSI**, its employees, servants, or agents, **CSI** shall not be liable for any loss or damage sustained by any person due to any act or omission, or error whatsoever or howsoever caused during the performance of its evaluation of conformity inspections and tests, document reviews, business assessments, certification, or other services.

The provision of this clause shall not apply to any death or personal injury. The client shall, at all times, maintain adequate insurance coverage for any liability that may arise as a result of any matter done pursuant to this agreement.



4.0 Terms of Payment

Charges associated with the provision of services by **CSI** are clearly documented in PAS-004 - Schedule of fees. **CSI** obtains its financial support from the payment by clients of certification fees. Where a client is offered a service at a rate different from the schedule of fees, the agreed rate should be documented in writing and attached to this agreement.

4.1 Application-Initial Technical - Document Review Fee

The initial fee will cover the setup of project files, assignment of a dedicated account manager, assistance by the account manager during the application phase, review of type test reports and associated technical documentation relating to the product to be certified. Initial fees are valid for a period of twelve (12) months from the date of acceptance of the application by **CSI** and are non-refundable. Applications not progressed to certification within the 12-month period shall be liable for cancellation by **CSI**. Voluntary terminations of applications by clients are required to be made in writing.

Once the application process is completed, a business review will need to be conducted. Where the client is based in a region where English is not the main language or English is not used by the audited organisation, **CSI** will arrange for the services, of a technical specialist or auditor fluent in English and the local language and with a background knowledge of the product to be certified, to be in attendance during the business review.

Upon successful completion of this business review, a certificate of conformance together with the applicable product compliance schedule may be issued. Please note that all applicable fees and charges will need to be paid on acceptance of the application by **CSI** and are non-refundable.

4.2 Annual Certification Fee

The annual business review will fall due within sixty days prior to the next annual review date or on a mutually agreed date arranged with the client, no later than twenty-one (21) days after the anniversary date. Annual Fees invoices will be issued forty-two (42) days in advance of the next annual business review being undertaken. Annual fees are to be paid in full prior to the next annual review date, failure to pay within twenty-one days (21) after the next annual review date, will cause the certificate to be suspended/cancelled and the removal of the certificate from the JASANZ register.

4.3 Product Re-Evaluation Fee

At the end of the certification period the certified product is required to be re-evaluated. The re-evaluation process shall commence within three months prior to the end of the certification term.

The re-evaluation fee will cover the maintenance/setup of project files, assignment of a dedicated account manager, assistance by the account manager during the re-evaluation phase, review of type test reports and associated technical documentation relating to the product to be re-certified. Re-evaluation fees are valid for a period of three (3) months from the date of acceptance of the re-evaluation request by the client and acceptance by **CSI** and are non-refundable. Re-evaluations not progressed to certification within the three-

month period shall be liable for cancellation by **CSI**. Voluntary terminations of re-evaluation applications by clients are required to be made in writing.

The client is required to confirm the planned business review dates within fourteen days (14) after notification by **CSI**.

GST taxes imposed by the Australian Taxation Office will be payable by Australian based companies making payments on behalf of their clients manufacturing outside of Australia. Please refer to ATO Goods and Services Tax Ruling GSTR2000/31 for details.

International clients are required to pay **CSI** the full invoiced amount. Additional local taxes, charges and bank payment transfer fees remain the client's responsibility.

Charges relating to product type testing at a recognised third-party laboratory are the responsibility of the client. Should a client request **CSI** to arrange type testing at a recognised, third-party test laboratory on their behalf, a 10% administration fee on top of the actual cost of the type testing will be charged by **CSI**, payable by the client in advance of the service.

CSI reserves the right to schedule the delivery of a service to ensure the costs associated with the delivery of the service are recovered from the fees paid by the client. Where an applicant or client requires an unscheduled visit, any additional costs associated with the service provision will be the responsibility of the client.

The standard duration for a business review for one product standard is one day i.e., seven (7) hours. Business reviews for additional product standards at the same site may require an additional half-day per additional product standard.

Business reviews shall be conducted once per calendar year at the client's, certified manufacturing site. Any increase in the frequency of the business review will be fully documented. All costs relating to the additional service requirements/provisions will be paid by the client in advance.

CSI reserves the right to change or amend PAS-004 - Schedule of Fees, at any time notifying the client/s in writing of the changes or amendments.

CSI reserves the right to recover any costs incurred in the provision of services, should the client postpone or cancel a mutually agreed and documented business review or other arrangement. **CSI** reserves the right to charge part off or the entire fee for the agreed arrangement to cover the costs associated with scheduling and provision of service. This sum will not be discounted off future chargeable fees and charges.

5.0 Impartiality

The management of impartiality is of the upmost importance in providing certification services that our clients, regulators and the general public can depend upon. Decisions made by **CSI** shall be based on objective evidence obtained during client business reviews, product compliance with the applicable standards and assessment of testing or other documentation submitted to **CSI** as part of the certification process and not based on, bias or prejudice caused by the influence of individuals or third parties.



CSI does not provide any management/product system consultancy or internal audit services to clients or potential clients. **CSI** do not market or offer its services as being linked with the activities of an organisation that provides management/product system consultancy or internal audit services to clients or potential clients.

CSI shall assure the independence, competence and professional care of employees and agents employed by **CSI** in collecting objective evidence and in making independent certification decisions during the certification process.

CSI obtains its financial support from the payment made by clients, for certification fees charged on services rendered.

6.0 Indemnity

The client shall indemnify and deem faultless **CSI**, its officers, directors, employees, and agents from and against any claim, action, and demand (including reasonable solicitor fees, costs, and expenses on a solicitor/client basis) by any person for personal injury or death or damage to property by whomsoever owned or financial loss suffered by any person arising from:

- The services provided by **CSI** except to the extent that such claims are caused by the neglect of **CSI**.
- The use or misuse by the client of any certificate, or trademark such as the PAS-Mark provided by **CSI** in accordance with this document; or
- Any breach of this document or rules & requirements of the Product Assessment Scheme.

7.0 Confidentiality

Apart from what may be required by law and any accreditation requirements, **CSI** and the client will treat the agreement and working relationship between them as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents, or others by virtue of the agreement.

8.0 Regulatory Compliance

CSI requires to be informed of all relevant regulatory non-compliance or incidents that require notification to any regulatory authority. Acceptance of a Certificate of Conformance and Product Compliance Schedule by the client signifies that all such issues have been disclosed as part of the assessment process and agreement and that any such non-compliance or incidents occurring after certification has been granted will be notified to **CSI** as soon as practical after the event.

9.0 Sub-Contracted Manufacturing

Where subcontracted manufacturing of components is used by the certified client for elements of the certified product, controls shall be put in place by the certified client to verify that components manufactured by an approved sub-contractor comply with specifications.

The manufacturing processes carried out by the subcontractor shall be controlled by the certified client and/or manufacturing

facility and incorporated into the documented quality plan. The quality plan shall include where applicable relevant procedures, work instructions and specifications to be employed by the sub-contractor.

CSI reserves the right to assess the sub-contractors quality system and manufacturing processes. Sub-contractors shall allow access to their premises by **CSI** assessors and observers for the purpose of such inspections.

The sub-contractors shall not further sub-contract any of the work to any other organisation and/or manufacturing facility without written authority from the certified client and **CSI**.

10.0 Test Samples

10.1 Type Test Samples

Product samples submitted for type testing by the manufacturer to an external test facility remain the property and the responsibility of the client at all times. **CSI** shall not be liable for any damage or loss of such items for any reason whatsoever.

Payment of all associated costs to send, return and dispose of type test samples sent to an external test facility or **CSI** for review, remain the responsibility of the client.

10.2 Batch Test Samples

Production batch samples submitted for external testing by the manufacturer to an external test facility remain the property and the responsibility of the client at all times. **CSI** shall not be liable for any damage or loss of such items for any reason whatsoever.

Payment of all associated costs to send, return and dispose of batch test samples sent to an external test facility or **CSI** for review, remain the responsibility of the client.

10.3 Selection of Product for Compliance Evaluation

Where **CSI** or authorised agent are required to conduct independent product sample selection for evaluation from a manufacturing site, warehouse or marketplace, the full costs associated in providing this service shall be reimbursed by the client to **CSI**.

Payment of all associated costs to send, return and dispose of evaluation samples remain the responsibility of the client.

11.0 Certification Documentation

The certification documentation issued by **CSI** is agreed between the applicant/certified client and **CSI** at the time the proposal is being collated. The Account Manager assessing the organisation and/or manufacturing facility will have the appropriate training and experience in the scope of products to be certified.

The certification documentation is product and location specific. Any changes relating to the product/s or location of the manufacturing site shall be communicated with **CSI** at the time the change occurs. Some changes may mean the certification documentation is no longer valid, and a re-



assessment maybe required to revalidate the product and management system at the manufacturing site. This shall be determined by **CSI**.

12.0 Business Review Duration

The duration of a Business Review for product certification depends on the specific application submitted. Aspects of the activities such as scope, products, processes, and risks are used to make this determination. It will vary with organisation size and complexity. The Business Review duration will be established at the time the application, re-evaluation is collated.

The Business Review duration shall be sufficient to enable the Account Manager to complete the assessment sufficiently. The Business Review duration shall be reviewed prior to every assessment by the Account Manager.

13.0 Business Review Frequency

Following the initial Onsite Business Review and award of the initial certification by **CSI** the manufacturing facility may be assessed on an annual basis in the following manner.

- On-site or Off-site Annual Surveillance Business Review.

These annual Business Reviews shall be at least once per twelve-month period from initial certification issue date and shall not be more than thirteen (13) months apart.

Offsite surveillance of the manufacturing site may be offered to clients that have demonstrate compliance of their certified product with.

- The Product Standard and,
- Their product Quality Plan with the **CSI** PAS-Mark Scheme - Rules & Requirements.

during the initial and first on-site business reviews conducted by **CSI** or their authorised agent.

At the end of a maximum term of five years continuous certification, a re-evaluation, re-certification shall commence within 60 days prior to the end of the fifth anniversary of PAS-Mark licence being issued.

Business Reviews may be conducted at an increased frequency dependent on a number of factors including test reports and assessment performance.

The organisation will be formally notified in writing if an increased frequency of Business Reviews is required.

14.0 Business Review Reporting

14.1 Business Review Report & Findings

The purpose of the Business Review report is to summarise the degree of compliance with relevant criteria as defined in the report, based on the evidence obtained during the Business Review of your organisation.

The client agrees to comply with the Product Assessment Scheme – Rules & Requirements and to provide **CSI**'s External document, Uncontrolled when downloaded/printed Page 8 of 16

employees, agents and contractors with all co-operation and assistance required to enable **CSI** to provide the Certification Services requested by the client, including reasonable access to the premises, facilities, documents and records of the client and the client's contractors and agents.

The client assures that all information made available to **CSI** during a Business Review, is to the best of its knowledge and belief, complete and accurate.

CSI Business Reviews are carried out within the requirements of **CSI** procedures that also reflect the requirements and guidance provided in the international standards relating to audit practice such as ISO/IEC 17065, ISO 19011, IAF MD 4 and other normative criteria.

Business Review Reporting is based on a sampling process of the available information. **CSI** auditors are assigned to Business Reviews according to industry, product standard and/or technical competencies appropriate to the organisation being reviewed. Details of auditor experience and competency are maintained in our internal records.

CSI maintains files for each client in addition to the information contained in the Business Review Report. These files contain details of the organisation and key personnel as well as evidence collected during the current and previous Business Review activities, relevant to the application for initial and continuing certification of your organisation.

Remember to advise **CSI** of any change that may affect your application/certification status or may assist **CSI** to keep your contact information up to date, as required by our Terms and Conditions.

The purpose of the Business Review Report is to comment upon evidence of the Client's compliance with the Product Standard/s or other specified criteria. The content of the Business Review Report applies only to matters, which were evident to the **CSI** auditor at the time of the Business Review and within the Business Review scope.

Please note, the Business Review Report is subject to independent review and approval. Should changes to the outcomes of the Business Review Report be necessary as a result of the review, a revised report will be issued and will supersede the initial issued report.

At the conclusion of the Business Review the Account Manager will present the Business Review Findings to the client. Where it is not possible to complete a typed copy of the Business Review Report and Findings on the day, a copy of documents will be forwarded to the client within three business (3) days from the completion date of the Business Review.

This may be in either hard or soft copy.

14.2 Site Safety During a Business Review

The client accepts responsibility for the safety of **CSI**'s employees, agents, and contractors whilst onsite, including the provision of all relevant safety or protective clothing and/or equipment and advising **CSI**, its employees, agents, or contractors appropriately of any safety hazards or special training requirements.



15.0 Unsatisfactory Business Review Report & Findings

In the event that a certified manufacturing site Business Review proves to be unsatisfactory, Certification may be suspended until adequate corrective action is taken and agreed to in writing by **CSI**. In certain circumstances, subject to **CSI** approval, continuing production may be allowed while corrective action is being implemented and verified. This arrangement shall be communicated in writing between the parties.

Should an additional manufacturing site Business Review and/or certified product testing be deemed necessary when a Non-Conformance or a large number of Improvement Requests have been raised during a manufacturing site Business Review. This shall be discussed at the closing meeting between **CSI**, and the organisation and a plan of action agreed to, documented, and implemented.

In certain circumstances **CSI** may determine the Review Findings shall be closed out by **CSI** prior to the next Business Review being undertaken by **CSI**.

Follow-up verification activities by **CSI** shall incur additional charges.

16.0 Non-Conformance Terminology

16.1 Terminology in use by CSI

Non-Conformity (NC) - Applies where there is a total or significant absence of the criteria for conformance of the management system, manufacturing process or product manufactured to conform with the Product Standard and **CSI** document, PAS_001-PAS-Mark-Rules & Requirements.

A Non-Conformity requires immediate corrective action. Products shall not be produced and marked with the PAS-Mark logo until the NC is closed out and verification of effective implementation of the NC is established. NC's are to be closed out by the agreed date, failure to implement changes identified/requested by **CSI** will result in an immediate suspension or cancellation of an application or PAS-Mark Scheme Certification.

Action required: This category of finding requires **CSI** to issue a formal Business Review Finding. The client is required to acknowledge the finding and provide a proposed correction and corrective action plan and formally verify the effective implementation of planned activities. Correction and corrective action plans should be submitted to **CSI** prior to commencement of follow-up activities as required. Follow-up action by **CSI** must 'close out' the NC or reduce it to a lesser category within the time frame specified in the Business Review Finding.

If significant risk issues are observed during a Business Review, (for example, OHS, Environmental, Product quality, etc.), these shall be reported immediately to the Client and immediate correction shall be requested. If this is not agreed and cannot be resolved to the satisfaction of **CSI**, immediate suspension shall be recommended by the auditor.

In the case of an already certified client, failure to close out an NC within the time limits means that suspension proceedings may be instituted by **CSI** in accordance with their terms and conditions.

Follow-up verification activities by **CSI** shall incur additional charges.

Improvement Request (IR) - Applies where a non-conformity is observed in a particular requirement of the Product Standard and, **CSI** document, PAS_001-PAS-Mark-Rules & Requirements, which is likely to compromise compliance if no remedial action is taken to correct the non-conformity. IR's are to be closed out by the agreed date and verification of effective implementation of the IR is established, failure to implement changes identified/requested by **CSI** will result in the IR being raised to an NC. PAS-Mark Scheme Certification can be recommended or maintained if the Client accepts the IR.

Action required: This category of findings requires **CSI** to issue a formal Business Review Finding, to receive and approve client's proposed correction and corrective action plans; and formally verify the effective implementation of planned activities at the next scheduled Business Review or within any specified time frames issued by **CSI**.

Observation (Obs) - Applies where the evidence presented indicates a requirement has been effectively implemented, but based on the auditor's experience and knowledge, additional effectiveness or robustness might be possible with a modified approach.

Action required: The client may at their discretion develop and implement solutions in order to add value to their production and/or management systems. **CSI** is not required to follow-up on this category of Business Review Finding.

NOTE: The "Product Standard" is the Standard to which **CSI** are issuing certification against and may be a Product Standard or another set of documented criteria.

16.2 Non-Conformance Close-out Requirements

It is the responsibility of the organisation to ensure that non-conformances are closed out within the allocated time frame given by **CSI** and agreed to by the organisation to avoid certification being affected.

The information required to demonstrate close out of the non-conformance is required to include the correction taken, the root cause analysis and corrective action/s implemented and verified by the organisation and **CSI**.

17.0 Non-Production of Certified Product

A Business Review shall be conducted in accordance with Section 13 on a certified product/manufacturing plant which has not conducted the manufacture of certified product since the last Business Review. The Business Review will assess the continued implementation of the management and production system and the ability to manufacture the certified product to the applicable Product Standard/s.

Where certified product is not currently in production or in stock on the day of the manufacturing site Business Review, the Account Manager shall determine how samples will be



selected for batch or type test witnessing. This may include selecting certified products or products representative of the certified products from the manufacturing facility warehouse or from the marketplace. This shall be agreed prior to the Business Review being undertaken.

It is always **CSI's** intention where possible the Business Review will be scheduled to coincide with the manufacture of the certified product.

18.0 Suspension and Cancellation

Should **CSI** obtain documented or oral evidence in relation to a client's compliant product or manufacturing facility which places doubt on the basis of certification granted the Managing Director of **CSI** may suspend the client's certificate of conformance and associated product compliance schedule by giving written notice. Typical reasons which may initiate suspension are.

- Evidence suggesting significant changes to the certified product without notifying **CSI**.
- Misuse of the PAS-Mark logo as a mark of conformance.
- Misuse of the certificate of conformance or product compliance schedule.
- Non-payment of **CSI** fees or charges.
- Failure to comply with the PAS-Mark Scheme – Rules and requirements.
- Failure to comply with the certified standard, technical specification, or industry code.

The client will be notified in writing as to the reason for the suspension of their certification. The client will be required to take immediate corrective actions within the specified period and notify **CSI** in writing of the corrective measures put in place to enable **CSI** to review the corrective actions with a view to reversing the suspension.

In the interim, where the client's certification is under suspension, the client shall not make any misleading claims as to their certified status and cease the use of the certificate of conformance, product compliance schedule and if applicable the use of the associated trademark i.e., the PAS-Mark logo on the products manufactured since the date of the notification of suspension. The client shall discontinue its use of all advertising matter that contains a reference to the PAS-Mark logo or PAS-Mark Scheme, as required by **CSI**.

CSI may also require the following:

- That no certified product is placed upon the market.
- That potentially defective certified product is subject to corrective action including a possible product recall.

The client will be notified in writing of the reversal of the suspension upon **CSI's** approval of the corrective actions taken and appropriate corrective measures put in place.

If the above is not achieved and the client's certification remains suspended for a period more than ninety (90) days, then the **CSI** Board will cancel the licence with immediate effect and advise the client of the cancellation in writing.

19.0 Amendments to Certification Scope

A request for an amendment to the certificate of conformity and product compliance schedule shall be assessed in accordance with the product standard and PAS-Mark Scheme – Rules and requirements. Charges associated with provision of this service are contained in **CSI** document, PAS-004-Schedule of Fees.

20.0 Reduction in Certification Scope

When an organisation's scope of certification is reduced, **CSI** shall issue revised certificates of conformance and product compliance schedules as appropriate, and the certified organisation shall.

- Return all superseded certificates.
- Ensure the use of the certification mark is adjusted to reflect the reduced scope of certification.
- Ensure that all advertising and promotional activities and materials are adjusted to reflect the reduced scope of certification; and
- Pay any fees that are applicable for the facilitation of this activity.

21.0 Transfer of Certification

21.1 Between Legal Entities

A request to transfer a PAS-Mark Scheme, certificate of conformance and product compliance schedule from one legal entity to another legal entity shall be regarded as a new application and evaluated accordingly.

21.2 From Other Accredited Certification Bodies

CSI may accept transfers of current product certifications granted by other accredited Certification Assessment Bodies (CAB), provided that the following conditions are met:

- The current CAB has been accredited for the relevant standard.
- The organisation requesting the transfer has a valid certificate including product schedule and submits evidence that annual certification audits have been undertaken by the previous CAB.
- The organisation requesting the transfer produces a valid, and current audit report where no issues of major non-conformities have been raised, by their current/former CAB.
- The relevant and complete technical documentation for the certified product, including test reports are made available and accepted by **CSI**.

The certification transfer process commences once **CSI** has received a completed, Application Agreement Form.

CSI shall formally notify the other certification body of the request to transfer and the proposed date of transfer (can be no more than 4 weeks after the date of the request/receipt of the completed application form).

For a certificate to be eligible for transfer, it must have been issued under one of the following, providing the certification program is within the scope of the signatory:

- European Accreditation (EA),



- Pacific Accreditation Cooperation (PAC),
- Inter American Accreditation Corporation (IAAC), or
- IAF Multilateral Agreement (MLA) signatory.

If the existing certification is accredited by a body that belongs to a regional MLA only, the transfer shall be limited to other accreditations valid within that regional agreement.

Organisations holding certificates that are not covered by such accreditations shall be treated as new clients by **CSI**.

Only valid accredited certification shall be transferred. Certification which is known to be suspended shall not be accepted for transfer.

In cases where certification has been granted by a certification body which has ceased trading or whose accreditation has expired, been suspended, cancelled, or withdrawn, the transfer shall be treated as a new client application by **CSI**.

CSI shall ensure that transfers are not initiated due to an organisation's lack of compliance.

The certification body holding the organisations current certification is required to provide the following information within five (5) days:

- Most recent review report.
- Most recent review findings.
- Corrective Actions to address non-conformances and acceptance of these from departing certification body, or evidence of documented attempts to close them (if applicable).
- Current certificate(s).
- Any information of current threats to certification, which would prevent the transfer.

CSI will formally advise the departing certification body once the transfer process is complete.

CSI will conduct a review of the certification by means of a documentation review, onsite or remote Business Review to ensure the client's certification falls within **CSI**'s accredited scope and **CSI** have sufficient information to accept the transfer.

21.3 Transfers from CSI

The following information is for organisations wishing to transfer their product or management system certification from **CSI** to another certification body.

Requests received from a certification body, for a transfer of certification away from **CSI** will be directed to the General Manager **CSI** who shall coordinate the process.

CSI will confirm with the client their desire to transfer certification and their reasons for doing so.

Once the request is confirmed, **CSI** will send information to the requesting certification body, and which may include:

- Any notification of threats to certification (including outstanding invoices), which would prevent the transfer.
- Most recent review report.
- Most recent review findings
- Current certificate(s)
- Any information of current threats to certification, which would prevent the transfer.

CSI shall maintain the certification with the accreditation body register and our internal database until the stipulated transfer date.

23.0 Brand Name Endorsement

Where a client requests **CSI** to use a brand name or logo in their compliance marking which is the legal name or trademark of the client's customer. The client shall request **CSI** to add the brand name endorsement to the applicable product compliance schedule scope to allow for traceability of the brand name endorsement against the **CSI** issued licence number for the client. Charges associated with provision of this service are contained in **CSI** document, PAS-004-Schedule of Fees.

24.0 Multi-Site Organisations

Certification issued by **CSI** are site specific and only covers the manufacturing site and product/s identified in the certificate of conformance and product compliance schedule/s.

25.0 Use of ICT by CSI

In developing the remote business review methods of assessment **CSI** have taken into consideration the following limitations:

The use of a remote business review is permitted under International Accreditation Forum (IAF) rules, but its application is controlled and cannot be used in all circumstances.

CSI will utilise tools and processes which are consistent with the policies established by the IAF and monitored by our accreditation body, the Joint Accreditation System of Australia, and New Zealand, (JASANZ).

The use of ICT shall only be undertaken when it is mutually agreed between **CSI** and the certified client - manufacturing site.

CSI shall ensure the integrity, confidentiality and security of all company, IT systems, remote audit records and information in accordance with Australian Government, Federal and State Laws/Acts, IAF MD 4 and PAS-Mark Scheme documentation.

CSI shall ensure it has the competence and resources to implement its ICT Plan. This will provide **CSI** auditors, employees, and management, with ICT methods and tools including:

- Meetings by means of teleconference facilities, including audio, video, and data sharing.



- Review of key documentation and business review interviews using teleconference tools.
- Site activities, by verifying documentation and records, by interviewing auditees and even by auditing facilities and processes using, digital photography, streaming video, and audio footage through mobile or other technology.
- Follow up of corrective and preventive actions in response to non-conformities can also be carried out remotely. Documentation can be shared via email, facsimile, post, and reviewed by the **CSI** account manager or combined with live interviews using audio/video connection.

In the case of non-fulfilment of the above measures or non-agreement of information security and data protection measures, **CSI** and the client shall investigate the use of other methods to conduct the business review and reach an agreement on service delivery which shall be documented.

When no agreement is reached for the use of ICT for a business review, other methods shall be used to fulfil the business review objectives, **CSI** and the client shall investigate the use of other methods to conduct the business review and reach an agreement on service delivery which shall be documented.

Virtual sites are not included within the scope of certification activities currently offered by **CSI**.

Australia regulates data privacy and protection through a mix of federal, state and territory laws. **CSI** shall comply with the following information security and data protection measures and regulations.

- The Federal Privacy Act 1988 (Cth) (Privacy Act) and its Australian Privacy Principles

Most states and territories in Australia (except Western Australia and South Australia) have their own data protection legislation.

These acts include:

- Federal Privacy Act 1988 (Cth) (Privacy Act) and its Australian Privacy Principles
- Information Privacy Act 2014 (Australian Capital Territory)
- Information Act 2002 (Northern Territory)
- Privacy and Personal Information Protection Act 1998 (New South Wales)
- Information Privacy Act 2009 (Queensland)
- Personal Information Protection Act 2004 (Tasmania), and
- Privacy and Data Protection Act 2014 (Victoria)

26.0 Declaration of Conformity

The Client is required to complete and return to **CSI** a Declaration of Conformity prior to certification being granted/issued.

- PASF_052-PAS-Mark- Declaration of Conformity.

27.0 Complaints and Appeals

27.1 General

Any client or third party has the opportunity to complain or appeal against **CSI**, decisions on the following grounds:

- Refusal on the acceptance of an application for certification.
- Refusal to recommend certification.
- Withdrawal, suspension, or cancellation of certification.
- Rejection of a scope or part of a scope of certification.
- Third party appeal or representation against the granting of a certificate to a client.

All complaints, appeals and representations shall be treated as strictly confidential by all parties concerned.

27.2 Complaints

CSI will accept written and signed complaints via mail, email, or fax. A complaint should be traceable to the complainant, identifiable to the certified product of the client/manufacturing site involved. Complaints may also be made against a client who is in the process of being certified.

Upon receipt of a complaint, the complaint will be processed in accordance with **CSI** procedure "CDP_006 Complaints Procedure", **CSI** will acknowledge in writing the receipt of the complaint, allocate a complaint ID number, review/assess the complaint, initiate appropriate action (if any). Upon completion of the appropriate action(s) required, advise the complainant of the outcome/result of the investigation and the status of the complaint. Clients and complainants are entitled to refer aged complaints to JASANZ.

27.3 Appeals

A written, signed, and dated notice of the appeal shall be served on the Managing Director of **CSI**. The appeal shall also contain all reasons as well as documented evidence.

The Managing Director shall acknowledge receipt of the appeal in writing. The appellant shall be afforded the right to withdraw the appeal at any stage of the process, **CSI** reserve the right to claim costs involved in investigating the complaint to that point in time.

The Managing Director or delegate shall gather all documentation regarding the matter including the submission from the account manager involved for presentation to the independent hearing and advisory panel (IHAP). The Managing Director will also call a meeting of the IHAP to handle this matter.



The appellant shall be informed of the constitution of the IHAP. The appellant also has the right to reject any chosen member on the basis of conflict of interest only. If a quorum is not achieved, an independent replacement shall be nominated upon agreement between **CSI** and the appellant. Copies of the submission must be distributed to all IHAP members eligible to vote. Members will be given the right to consult specialists in the relevant field if they so desire. Electronic submission of documentation and voting may be acceptable.

The IHAP decision shall be deemed unanimous and final. The Managing Director shall communicate the findings/decision of the IHAP to the appellant in writing providing supporting documented evidence. A copy of this communication should be placed on the relevant file and a copy provided to the account manager involved. The Managing Director shall also ensure that appropriate corrective action (if any) is in place to eliminate future occurrences.

*Note: if a IHAP member is involved in any way with the appeal, his/her involvement in the above procedure and the IHAP meeting shall be terminated, and an independent replacement shall be nominated upon agreement between **CSI** and the appellant.*

28.0 Termination

This agreement is unlimited in timeframe and must be cancelled to become null and void. Either party may terminate this agreement by giving one month's (30 days) notice in writing to the other party. **CSI** will be entitled to invoice the client for the work performed and expenses incurred up to the actual date of termination of agreement.

Termination may also occur by default if.

- Either party is notified by the other party in writing of any material breach of this Agreement
- If either party goes into liquidation, receivership or if an administrator is appointed for all or part of the undertaking thereof. The receiver or administrator should notify the other party of its intention not to terminate the agreement.
- If either party ceases to trade (in part or in full).

In the event of the agreement being terminated, suspended, cancelled, or expired, the certificate of conformance, product compliance schedule and the trademark issued pursuant hereto shall cease with immediate effect, become invalid and the client shall cease the use of the same returning them to **CSI** along with all other documentation and other items issued pursuant thereto or bearing an indication of such certification or trademark. The client shall discontinue its use of all advertising matter that contains a reference to the PAS-Mark logo or PAS-Mark Scheme, as required by **CSI**.

29.0 Changes to the Terms and Conditions

The PAS-Mark Scheme has been designed to cover a wide range of stakeholders, their products, and services. The PAS-Mark Scheme is monitored by **CSI** management on a continual basis. Changes to the PAS-Mark Scheme may result from critical client feedback or regulatory changes. **CSI** reserves the right to change/amend the following.

- PAS-001 PAS-Mark Scheme - Rules & Requirements.
- PAS-002 Terms, Conditions & Appeals Process.
- PAS-003 Use of Certificate & Trademark Logo
- PAS-004 Schedule of fees (*or other written agreement on pricing reached with **CSI***).
- PASTS-000 Technical Specifications General Requirements

as well as supporting technical specifications and operational procedures in relation to the client service delivery or regulatory compliance requirements. The most up-to-date documents are issued to clients as part of the application process, annual business review, or when changes to the documents occur and are also available from **CSI** at any time by contacting admin@csi-certification.com.

30.0 Approved Certifier

A PAS-Mark approved Conformity Assessment Body (CAB) registered with and accredited by an Accreditation Body to conduct evaluations leading to product certification and contracted with the PAS-Mark Scheme Owner to issue the PAS-Mark Licence.

31.0 Approved Certifier Agreement

A formal agreement between the PAS-Mark Scheme Owner and an Approved Certifier, authorising the Approved Certifier to grant PAS-Mark Licences to a PAS-Mark Licence Holder, for the use of the PAS-Mark).

32.0 PAS-Mark Licence Holder

A manufacturer, assembler, distributor, retailer or importer of a product, or an agent thereof, who made an application for a PAS-Mark Licence and has been granted a PAS-Mark Licence by an Approved Certifier for use of the PAS-Mark in relation to a certified product. PAS-Mark Licence Holder may also be referred to as a Licensee.

33.0 Intellectual Property Rights

The Client acknowledges that:

- a) **CSI** is the owner of, copyright, know-how and other intellectual property rights in the PAS-Mark scheme procedures and any associated documentation.
- b) no right, title, or interest in the PAS-Mark scheme procedures or that documentation is transferred to the client under the contract or from the issue of the PAS-Mark Licence. And
- c) there may be certain client information that may be incorporated into documents, reports and/or other intellectual property material generated or developed by **CSI** (information) in a non-identifiable manner in the course of providing the PAS-Mark Scheme services. To the extent that there is (information) and that (information) is owned by the client, the client grants to **CSI** a perpetual, non-exclusive, royalty-free licence to use the (information) as part of its business processes provided that **CSI** does not identify the client nor breach any applicable privacy obligations nor compromise, prejudice or otherwise damage the



client's business and/or intellectual property rights from a commercial or financial perspective.

34.0 Limitation of Liability

CSI excludes from these terms and conditions all terms, conditions and warranties implied or conferred by statute (including the Competition and Consumer Act 2010 (Cth)), general law or custom except any term, condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ('non-excludable statutory condition').

To the fullest extent permitted by law **CSI's** liability to the client for breach of any express provision of these terms and conditions or any non-excludable statutory term, condition, or warranty (other than an implied warranty of title) is limited at **CSI's** option to:

- (a) providing the PAS-Mark Scheme certification services again; or
- (b) paying the cost of having the PAS-Mark Scheme certification services supplied again.

Except to the extent prohibited by the Competition and Consumer Act 2010 (Cth) or any other applicable laws, **CSI** excludes liability for any loss or damage suffered by the client (whether direct, indirect, incidental, special and/or consequential damages or loss of profits whatsoever) arising in any way out of any services (including defective services) rendered by **CSI** or out of the client's product, process or service the subject of certification by **CSI** or any negligent act or omission of **CSI**, its officers, employees, agents or contractors, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.

35.0 Information & Privacy Policy

In the course of providing the PAS-Mark certification services, the client acknowledges that:

- a) **CSI** may collect personal information (as defined in the Privacy Act 1988 (Cth) and similar legislation of the Commonwealth and the States and Territories of the Commonwealth).
- b) if **CSI** does collect personal information, the collection of such information shall be in accordance with its Privacy Policy (as set out on its website Privacy Policy); and
- c) it has read and agrees to the terms of **CSI's** Privacy Policy.

36.0 Bribery & Corruption

1. The Client agrees It shall not commit, authorise, or permit any action which would cause **CSI** to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to illegal payments to government officials, representatives of public authorities or their associates, families, or close friends.

2. The client agrees it will never offer or give, or agree to give, to any employee, representative or third party acting on **CSI's** behalf nor accept, or agree to accept from any employee, representative or third party acting on **CSI's** behalf, any gift or benefit, be it monetary or otherwise, that could breach any law or policy applicable to **CSI**.

The client agrees to notify **CSI** immediately if it becomes aware, has reason to believe, or has any specific suspicion there has been or will be a breach of paragraphs 1&2 above or there was corruption involved with regard to the negotiation, conclusion, or performance of the PAS-Mark Scheme agreement.

Any breach of paragraphs 1&2 above by the client, its employees, agents, or sub-contractors will be deemed a material breach of these terms and conditions and will entitle **CSI** to recover from the client the amount of any loss resulting from such material breach.

37.0 Force Majeure

No party is liable for any failure to perform or delay in performing its obligations under the contract if that failure or delay is due to flood, fire, earthquake, pandemic, or other occurrence beyond that party's reasonable control. If that failure or delay exceeds 60 days, the other party may terminate the contract with immediate effect by giving notice to the other party.

38.0 Authorisation for the Use of the JASANZ Symbol by a Client

CSI authorises a certified client to use the JASANZ accreditation symbol to demonstrate compliance with the applicable certification standard accredited by JASANZ.

The terms of use and authorisation shall be based on the rules defined in the JASANZ accreditation manual, JASANZ procedures, policies and **CSI** document, PAS_003 - Use of the Certificate & Trademark Logo and this document.

Any authorisation given by **CSI** may only be given on the basis that the authorisation is not transferable by the client and the authorisation will automatically be revoked if the **CSI** certification documentation is revoked by JASANZ or **CSI**.

CSI shall ensure, the **CSI** PAS-Mark and JASANZ symbol are used in the prescribed manner and shall take all appropriate actions should the client breach the rules associated with the use of the mark/symbol.

39.0 Arbitration

In the event of there being any dispute between the parties, the party claiming dispute must notify the other party of the dispute giving full details of the dispute. If after twenty-eight (28) days, the dispute is not resolved the dispute shall be referred to an arbitrator within fourteen (14) days.

The arbitrator will be the nominee of the President; if he/she is unavailable, then the next most senior officer of the NSW Law Society. The parties must do all things they are reasonably able to ensure that a decision is received from the arbitrator within twenty-one (21) business days of the matter being referred to arbitration.



The arbitration must be conducted in accordance with the Rules for the Conduct of Commercial Arbitrations of the Institution of Arbitrators Australia and, subject to those Rules, in accordance with the provisions of the Arbitration (Civil Actions) Act NSW 1983.

The parties will be bound by the terms of the decision of the Arbitrator and must immediately execute the documentation directed by the Arbitrator as necessary to enforce their award/decision.

40.0 Notice

Any notice or proceedings served must be in writing and will be deemed to be duly served if sent by pre-paid registered mail to the address of the party as appearing herein or as may be subsequently notified by the other.

41.0 Law

This agreement is governed by the Laws of New South Wales and the Commonwealth of Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.



PAS-Mark

Product Conformance



Inspired locally, desired globally.

It's all about innovation and excellence in client service delivery.

EXPERIENCE THE DIFFERENCE