

Certification Agreement

General Terms and Conditions for Certification Systems TRANS's Related

1 DEFINITIONS

- 1.1 For the application of our agreements and these General Terms and Conditions, the definitions below shall apply:
- Customer: the person or organization that engages Trans Certification & Inspection (TRANS) Sdn. Bhd. for the purposes of certifying its product and/or system.
 - Accreditation standards: the standards for which TRANS is accredited, in particular the accreditation standards listed as per Appendix 01
 - Recognized standards: the standards for which TRANS is recognized as a Certification Body to provide services, the recognize standards is listed as per Appendix 01
 - Other standard: the standard for which TRANS can provide certification service, the standard is listed as per Appendix 01
 - Audit: the procedure whereby products or quality systems are investigated in order to establish whether they fulfill certain standards.
 - Certificate: the document issued by TRANS which confirms that the product or management system ("scope") of the Customer, as identified in the Certificate, complies with the standards established in the Regulations that apply to the product/system.
 - Certification: the provision of a Certificate by TRANS.
 - Certification procedure: all of the components that are involved in Certifying a Product/System.
 - Certification schedule: the specifications set by the Scheme Coordinator, including any exceptional regulations or requirements as issued by the Scheme Coordinator of the Certification scheme, and with which the Product/System must comply in order to be certified.

- Confidential information: all data and information that the Customer provides to TRANS within the context of the Certification procedure, with the exception of anything that has already entered the public domain.
- Regulations: all of the legal, regulatory or conventional regulations that govern the control and certification of a Product/System, with no exceptions, also including those within the applicable Certification schemes, which may include additional requirements set by the Certification scheme manager(s) and, when applicable, the Accreditation norms.
- Product: goods, services and processes, object of (product) certification.
- System: management systems, object of (system) certification.
- TRANS System: the audit, inspection and certification system developed by TRANS which guarantees the impartiality and expertise of the service providers and the confidential treatment of Confidential Information.

2 GENERAL PROVISIONS

- 2.1 These General Terms and Conditions apply to every quote, offer and certification agreement between TRANS and the Customer, insofar as the parties have not stated otherwise in writing.
- 2.2 TRANS retains the right to unilaterally amend these General Terms and Conditions and to do so in line with amendments in its processing policies and economic and legal necessity. The new General Terms and Conditions enter into force as and when the Customer is notified.
- 2.3 By placing an order or signing a certification agreement, the Customer confirms to have familiarized himself with these General Terms and Conditions and accepted them as contract conditions with respect to his order.
- 2.4 All contradictory conditions, set by the Customer, no matter how they are formulated, shall not apply to TRANS unless TRANS has accepted these in writing.
- 2.5 TRANS is committed against unlawful discrimination of customers or the public and receive all application from customer without any prejudice in whatever condition either in financial or other conditions.

3 TRANS CERTIFICATION & INSPECTION SERVICES

- 3.1 Once a certification agreement has been signed, TRANS shall check the Customer with respect to compliance with the Regulations that apply to the Customer on the date of the audit, pursuant to the Certification set forth within the certification agreement. The Customer shall commit to complying with all of the regulations that apply to him for the full duration of the certification agreement. TRANS shall undertake to conduct the audit in line with the Regulations and the TRANS Quality System. The audit must permit the Customer to obtain/retain certification for the Products/Systems as outlined in the certification agreement.
- 3.2 The Customer is cognizant of, and accepts, the fact that once a certificate has been issued, the Company will be entered into a list of certified companies made available by TRANS to third parties, with possible identification of the kinds of certified products and types of activity.

4 CERTIFICATION PROCEDURE

- 4.1 The Customer undertakes to, prior to finalizing the certification agreement, notify TRANS in writing of all information (including technical, organizational, legal, risk and quality-related aspects) that could be useful or necessary in order to obtain an accurate and complete overview of the Customer and the Product/System for which the Customer has requested certification in the certification agreement. The Customer is exclusively responsible for the completeness and accuracy of the information provided. The Customer is aware that the provision of inaccurate or incomplete information can lead to the certification procedure being halted, or the suspension or withdrawal of the certificate issued.
- 4.2 By signing the certification agreement, the Customer accepts his candidature for certification by TRANS, and commits to participating in all of the audits and inspections conducted by TRANS. The Customer shall cooperate in full with the preparation, execution and follow-up for the audits and inspections, shall provide all requested data upon first request by TRANS and shall provide access to the company locations and areas, personnel, products, documents and records, relevant equipment, archives, processes, employees, subcontractors and so on that are relevant for the service. He shall grant TRANS permission to take unlimited samples and shall provide the necessary meeting room at first request of TRANS. If asked, he shall appoint a spokesperson who is authorized to communicate with TRANS and provide the requested information.
- 4.3 The Customer acknowledges and accepts that the audits and inspections conducted by TRANS may include the presence of representatives from the competent body, the accreditation organization, the Certification scheme managers, auditors and the observers appointed by TRANS. The Customer also accepts that the organizations concerned may also arrange audits and inspections for the purpose of assuring the quality of the Certificates.
- 4.4 Customer acknowledges and allows the scheme owner's representative(s) including integrity auditors, to participate as observer during audit conducted by TRANS (if required by scheme owner).
- 4.5 The Customer acknowledges the rights of Accreditation Body (AB) and scheme owner representatives to access the customers' premises, documents, and records deemed relevant to the standard and certification scheme requirements.
- 4.6 Customer acknowledges and allow the Accreditation body and scheme owner to conduct witness, integrity audit and special audit (whenever required)
- 4.7 For the duration of the certification agreement, the Customer shall comply with all other conditions imposed by the regulations.
- 4.8 TRANS shall conduct the audits and inspections in an objective and impartial manner. The Customer undertakes to inform TRANS, in writing, of any semblance of subjectivity on the part of any TRANS auditor in the course of the audits and inspections or, at the latest, within 24 hours after having observed such partiality. In the absence of any such notification, the audits and inspections shall be deemed to have been conducted objectively and impartially. If one or more nonconformities have been raised during the audits and inspections and the Customer interest in continuing the certification process, then there will be an additional evaluation tasks carry out to verify that nonconformities have been corrected. The process of evaluation will be repeated to complete these additional evaluations tasks.
- 4.9 TRANS audits, inspects and certifies using its own appointees, or via independent employees under its supervision, pursuant to the requirements set forth in the Regulations and in line with the TRANS Quality System.

- 4.10 If TRANS decides that the Product/System that is set forth in the certification agreement fulfils the definitions as set by the Regulations, the Certificate shall be issued for all identified and evaluated sites and items (scope of the Certificate). The relevant Certificate and its annexes remain the property of TRANS, irrespective of the form in which it is issued, and may only be copied or reproduced by the Customer as and when necessary for activities, in an unaltered form and stating 'copy of the original'. The Annexes to the Certificate are only valid in combination with the certificate itself.
- 4.11 TRANS retains the right at all times to refuse an audits and inspections or certification request if it can provide well founded reasons for doing so.
- 4.12 Certification agreements may be terminated by TRANS at any time, unilaterally, with immediate effect and without reimbursement being due, if there are well founded reasons vis-à-vis the Customer. Such reasons could include: the provision by the customer of incorrect or incomplete information, a breach by the Customer of a valid norm, the misuse of issued certificates, sanctions being imposed on the Customer by governments or other certification bodies, the refusal of audits and inspections by the Customer, non-payment of fees owed to TRANS, and more but in general: any activity that fundamentally impacts upon the trust between the parties.
- 4.13 TRANS shall make all necessary arrangements for the conduct of the audits including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints.
- 4.14 Upon acceptance of agreement, TRANS shall provide and update customer on certification activity and requirement as follows:
- a) Application
- i. TRANS will require an authorized representative of the applicant organization to provide necessary information to complete certification process.
 - ii. TRANS will define the risk classification of the customer which will determine the audit duration and sample size
- b) Initial audits
- i. TRANS shall prepare the audit plan for two stages initial certification audit. TRANS shall notify the customer on the audit plan, duration, and auditors involved at least 14 working days before the actual date of ground audit.
 - ii. TRANS shall prepare the audit plan for two stages initial certification audit.
 - iii. TRANS shall inform customer of all nonconformities and provide a written report for each audit.
 - iv. TRANS shall inform customer the certification decision to be made
 - v. Customer shall analyse the non-conformity and take corrective actions within a defined time.
 - vi. TRANS shall inform the customer if an additional full audit, an additional limited auditor documented evidence (to be confirm during future audits) will be need to verify effective correction and corrective actions.
 - vii. TRANS shall provide the customer with formal certification documentation that include the signature or other defined authorization of the assigned person(s) once the decision to grant or extend of the scope of certification has been made.
- c) Surveillance audits
- i. TRANS will initiate surveillance activities so that representative areas and functions covered by the scope of the management system are monitored on a regular basis

and take into account changes to its certified customers and its management system.

- ii. Surveillance audits shall be conducted annually. The date of the first surveillance audit shall not be more than 12 months from the decision date, also subject to the requirements of the scheme owner*.
- d) Termination, Reduction, Suspension or Withdrawal
- i. When non-conformity with certification requirements is substantiated, either as a result of surveillance or otherwise, TRANS will consider and decide upon appropriate action.
 - ii. If certification is terminated (by request of the customer), suspended or withdrawn, TRANS shall take actions specified by the certification scheme and make all necessary modifications to formal certification documents, public information, authorizations for use of marks in order to ensure it provides no indication that the organization continues to be certified.
 - iii. If the scope of certification is reducing, TRANS will take actions specified by the certification scheme and will make all necessary modifications to formal certification documents, public information, authorizations for use marks in order to ensure the reduce scope of certification is clearly communicated with the customer and clearly specified in certification documentation and public information.
- 4.15 TRANS shall inform customers due notice of any changes to its requirements for certification and verify that each certified customer complies with the new requirements.
- 4.16 Customer shall inform TRANS without delay, changes that may affect its ability to conform with certification requirements. Changes may include as the following:
- a) The legal, commercial, organizational status or ownership
 - b) Organization and management (e.g., key managerial, decision-making or technical staff)
 - c) Contact address and production sites
 - d) Scope of operations under the certifies management system
 - e) Modifications to the product or production method
 - f) Major changes to the quality management system
- 4.17 If any significant changes which would impact the management system occur, the certification body shall consider the need to repeat the initial audit. Recertification audit activities may need to have a stage 1 audit in situations where there have been significant changes to the management system, the customer, or the context in which the management system is operating.

5 INTRODUCING / KEEPING PRODUCTS ON THE MARKET

- 5.1 Certified Products or products that relate to a System certified by TRANS shall only be brought to/kept on the market under reference to an issued Certificate if they comply with the Regulations and insofar as the activities relate to a valid TRANS certificate. The customer shall maintain a detailed register of all complaints received with respect to the products, as well as of the actions it has undertaken in order to rectify the complaints. The Company shall make this register available for scrutiny by TRANS at the latter's first simple request. TRANS shall be entitled to make a copy of this register at any time.
- 5.2 The Customer shall only use the logos of the certification scheme according to specific guidelines as per listed in Appendix 02. The Customer is forbidden from using the TRANS logo without approval from TRANS.
- 5.3 The following rules shall be observed by TRANS to certified company, to ensure that the correct use of logo/symbol are observed:

- i. TRANS reserves the right to replace the certification mark by another certification mark at any time, without inform the certified company;
 - ii. Permission to use the certification mark is limited to the certified company, and shall not be transferred to, assigned to, or otherwise used by any other individual, organization, or entity;
 - iii. The marks may be used by the certified organization and must always be used in conjunction with the applicable standard;
 - iv. The certified customer conforms to the requirements of the TRANS when making referenceto its certification status in communication media such as the internet, brochures or advertising, or other documents that allow by TRANS within the scope of certification;
 - v. Certified company does not make or permit any misleading statement regarding its certification;
 - vi. Certified company does not use or permit the use of a certification document or any part thereof in a misleading manner;
 - vii. Upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by the TRANS;
 - viii. Amends all advertising matter when the scope of certification has been reduced;
 - ix. Does not allow reference to its management system certification to be used in such a way as to imply that the TRANS certifies a product (including service) or process;
 - x. Does not imply that the certification applies to activities that are outside the scope of certification;
 - xi. Does not use its certification in such a manner that would bring the TRANS and/or certification system into disrepute and lose public trust;
 - xii. Does not use of certification marks on laboratory test reports, calibration records, inspection reports or certificates is explicitly forbidden;
 - xiii. The certified organization is restricted from using the TRANS certificate or components from the certificate to generate its own version/representation of a certificate of conformance, such action would constitute a misuse of the marks;
 - xiv. The accreditation mark shall always be used in conjunction with the TRANS marks. Under no circumstances can a certified organization use the accreditation mark in isolation of the certification mark to which it relates. All accreditation marks should be used following the rules set in the of accreditation body requirements. Holders of certified organizations may use TRANS marks without accreditation mark if they wish;
 - xv. Accreditation bodies which TRANS accredited for reserves the right to impose other requirements with regards to the use of the accreditation marks, such requirements shall be formally documented.
- 5.4 During the validity period of the Certificate, the Customer shall take every measure that is necessary to continue to fulfil all of the Regulation requirements. As soon as the Customer is aware that a Product or System that relates to a valid Certificate does not (or no longer) correspond to the Regulations, he must take the necessary measures to isolate the Product/System and then halt any reference to the Certificate, including any on packaging or any other Product or System related data carrier, such as publicity or other announcements.
- 5.5 The Customer shall abide by all of the information and notification obligations imposed on him, including that vis-à-vis the government, TRANS and the owner of the Certification scheme.
- 5.6 The Customer undertakes to not use the Certificate (or allowing it to be used) contrary to the Regulations and/or in a manner that could damage the interests or reputation of TRANS and/or the owner of the Certification scheme. The Customer should indemnify TRANS and/or the owner of the Certification scheme against all detrimental consequences, including those arising as a result of product liability. The Customer also should not use its product certification in such a manner as to bring TRANS into disrepute and does not make any statement regarding its product certification which TRANS may consider that as misleading or unauthorized action.

- 5.7 A Certificate may not be transferred, unless explicit and written approval has been granted by TRANS in advance. If the Customer provides copies of the certificate to others, the certification document shall be reproduced in their entirety or as specified in the Certification scheme requirement.
- 5.8 The Customer makes reference to its product certification in any communication media such as documents, brochures or advertising, in compliance with the requirements of TRANS and/or as specified by the owner of the Certification scheme.

6 CHANGES TO THE CUSTOMER'S ORGANIZATION OR THE REGULATIONS

- 6.1 All changes in the Customer's organization, which could lead to the Customer no longer fulfilling the conditions for the Certificate, shall be passed onto TRANS immediately in writing, on pain of suspension or withdrawal of the Certificate. This concern, among other things, modifications to the customer's legal, commercial and organizational circumstances, the name, the company controls, the organization, the Customer's board or management, the Customer's contact addresses and locations, the scope of the activities under the certified system, the management system and the management procedures, closing or opening a product site, changes to the certified Products/Systems and so on.
- 6.2 TRANS shall inform the Customer immediately if there is a change with respect to the applicable Regulations which could impact upon Certification. TRANS will check to ensure the certified Product/System fulfils the new Regulations.
- 6.3 TRANS shall determine, on the basis of the information gathered, which steps are necessary in order for Certification to be retained, limited, expanded or updated after the relevant changes to the Customer's organization or the Regulations on the basis of the requirements set forth in the Regulations.
- 6.4 If the scope of the Certification changes, the Customer must amend his publicity materials to reflect this.
- 6.5 The Customer shall keep a record of all complaints made known to it relating to compliance with certification scheme requirements and makes these records available to the TRANS when requested. The Customer also shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the certification scheme requirements, the document action taken to the complaint must be kept for TRANS's auditing purposes.

7 NOT GRANTING, TERMINATION, REDUCTION, SUSPENSION OR WITHDRAWAL OF THE CERTIFICATE

- 7.1 TRANS will notify the Customer of a decision not to grant the Certificate in one of the situations set out below:
- i. If the Customer failed to close the Major Non-Conformity failed to submit Corrective Action Plan to close the Minor Non Conformity within agreed time frame.
 - ii. If the Customer breaches the Regulations, the certification agreement or the definitions set forth in the present General Terms and Conditions.
- 7.2 Customer can request to reduce the scope of granted certificate while the Certification agreed on Main Audit is not changing, and the new revised certificate will be granted after the next surveillance audit conducted.
- 7.3 TRANS can suspend a Certificate at any time and with immediate effect in one of the situations set out below:

- i. Upon express request from the Customer.
 - ii. If the Customer breaches the Regulations, the certification agreement or the definitions set forth in the present General Terms and Conditions.
 - iii. If and as long as the Customer does not pay for the service of TRANS.
- 7.4 TRANS can withdraw a Certificate at any time and with immediate effect in one of the situations set out below:
 - i. If the certification agreement with the Customer comes to an end, for whatever reason;
 - ii. If the Customer fails to take the necessary measures within the term set by TRANS to rectify the situation that led to the suspension of the Certificate.
 - iii. If a certified Product is no longer marketed.
- 7.5 A decision to suspend and withdraw a Certificate will be communicated with the Customer within 14 days in writing. In the event of suspension, the Customer will be notified of the situation that has led to the suspension and the period within 3 months which this situation must be rectified.
- 7.6 In the event of suspension and withdrawal, the Customer shall cease to use the Certificate and any reference thereto immediately, without any right to reimbursement of the costs of certification. The decision to suspend or withdraw will be publicized by TRANS and TRANS will notify the competent accreditation bodies, the manager of the Certification scheme and the competent authorities.
- 7.7 TRANS can at any time, for the duration of the certification agreement and pursuant to the requirements set forth in the Regulations, check to ensure that a Product/System for which a Certificate has been issued still complies with the Regulations and the conditions of Certification. The Customer acknowledges that agreed audits frequencies can be supplemented by short-notice supervisory activities. The costs for all interim audits will be borne by the Customer.
- 7.8 Termination of Certification:
 - 7.8.1 The awarded certification should be allowed to be transferred to the next certification body without any objection, with the condition that payment is made by the customer for the services completed by TRANS to allow for the continuity of MSPO certification for the customers.
 - 7.8.2 The termination of certificate will be announced by TRANS on website and the Scheme Owner will be inform.
 - 7.8.3 All the certification documents, marks or audit report are belonging ownership to TRANS. TRANS shall recall the certification documents upon withdrawal to avoid any misleading use of certification documents, marks or audit reports.
 - 7.8.4 If the Customer request to transfer their certification to others Certification Body, the Certification Body may request the certification documents in writing to TRANS. The certification documents can be access under TRANS's approval as below:
 - i. Copy of Customer latest Awarded Certificate
 - ii. Copy of Final Audit Report
 - iii. Copy of Corrective Action Form (if applicable)
 - 7.8.5 The decision of approving the request is under Managing Director as all the TRANS's Certification Documents is treated as CONFIDENTIAL, and access may be upon request only.

- 7.8.6 TRANS will communicate with the customers within 14 days before terminated the certification, If customer and TRANS agreed do not continue the certification services any longer.

8 EXPIRY OF THE CERTIFICATE

- 8.1 A Certificate legally expires on the date stated on the Certificate itself or bankruptcy of the Customer.

9 APPEALS AND COMPLAINTS

- 9.1 Appeal – The Customer may lodge an appeal against certification decisions that are made by TRANS.

This must take place via registered letter and within 7 days of the Customer being notified of the certification decision. This appeal procedure shall not entail the suspension of the contested decision. TRANS's appeal committee shall send the customer a notice of receipt with mention of the date on which a hearing can be scheduled for the customer. The appeal committee is made up of experts that are completely independent of the employees that have taken the certification decision and conducted the audit. After an investigation of the Customer's defense, TRANS's appeal committee will decide whether the certification decision will be withdrawn, changed or confirmed. The appeal committee may consult all of the persons and conduct all of the investigations they deem to be necessary. The appeal committee shall deal with the appeal and pronounce its decision within 20 days of the notice of receipt. If the law permits, after this appeal procedure, the Customer may appeal against TRANS's decision to the competent authority. Customers have the rights to appeal and complaint to AB against TRANS certification process and/or decisions.

- 9.2 Complaint – All interested parties including Regulator can submit a complaint against any of TRANS's activities pertaining to a certification agreement (audit, inspection, certification...). The complaint will be processed in line with the TRANS complaints procedure which can be consulted at any time on the TRANS website.

- 9.3 Customers shall have the right to make an appeal or complaint against TRANS' certification process and/or decision

10 INFORMATION PROCESSING

- 10.1 Unless explicitly agreed otherwise, TRANS shall treat all of the Confidential Information gathered by appointees, employees or subcontractors in the utmost confidence, both during and after the duration of the certification agreement and only use this for the purposes for which it had been collected. The Customer acknowledges that Confidential Information can be made available to certification scheme owners, accreditation bureaus or the TRANS appeal committees or any third parties provided for in law or in the Regulations.
- 10.2 TRANS is permitted to inform third parties of the certification status. It can also notify certification owners of its decisions to recognize, refuse, suspend or withdraw at any time.

11 PAYMENT OF FEES

- 11.1 The Customer shall make the payments set forth in the certification agreement to TRANS in good time; in the event of a failure to pay, TRANS retains the right, irrespective of the other

options open to it, to suspend all further activities.

- 11.2 Unless explicitly agreed otherwise, TRANS retains the right amend the payments in the certification agreement:
- i. If there are changes to the certification conditions for the relevant certification schemes, which cannot be influenced by TRANS and which increase the cost of certification activities by at least 10% (e.g. longer audits, higher audit frequency, increase in fees to owners of certification schemes,...);
 - ii. In the event of activities or costs that were not foreseen when finalizing the agreement, such as exceptionally long or complex audits activities, supplementary audits that are necessary, etc.
 - iii. In the event of costs being incurred for translation.
- 11.3 In the event of an audit cancellation, TRANS reserves the right to impose a cancellation fee, which may include associated costs.
- i. Cancellations made more than 2 weeks before the scheduled audit date: If TRANS has already proceeded with bookings and arrangements for the audit travel, the customer shall bear the travel costs incurred. These costs will be deducted from any payments made, if applicable.
 - ii. Cancellations made within 2 weeks before the scheduled audit date: The customer shall be liable to pay the travel costs along with a cancellation fee of RM3,000.
 - iii. Cancellations made less than 1 week before the scheduled audit date: TRANS will retain the full invoice amount as compensation for the late cancellation.

The exact amount of travel costs and cancellation fees will be deducted from the invoice amount that has already been paid by the Customer, based on the actual expenses incurred.

12 INVOICING

- 12.1 The fees owed to TRANS as a result of this certification agreement can be invoiced to the Customer in a digital format.
- 12.2 Certification fees, including estimated travel and accommodation costs invoice, must be paid in full at least 14 days before the audit date. Failure to make the payment within the specified timeframe may result in several consequences, including the interruption or postponement of any ongoing or future audit activities, the suspension of certification and termination of the certification agreement. The audit will only be scheduled and confirmed after full payment is received. This ensures that all financial obligations are met prior to commencement of audit activities.
- 12.3 Travel and accommodation expenses will be invoiced to the customer based on an estimated amount derived during the quotation process. TRANS will issue invoices for the certificate fees and estimated travel expenses together, prior to the audit date. Following the completion of the audit process, any significant discrepancies between the estimated travel and accommodation costs and the actual expenses incurred may be addressed upon mutual agreement. However, TRANS retains the right to finalize invoices based on the agreed estimations without further adjustments.

13 LIABILITY

- 13.1 The financial consequences resulting from shortcomings attributable to TRANS, during the performance of its certification tasks shall, unless in cases of willful deception or fraud on its

part, be limited to amounts of maximum RM 250,000 and this to the exclusion of indemnification in compensation of the following instances: consequential loss and damage such as loss of profit, and loss and damage suffered through down- time in the Customer's production activities, as well as loss and damage inflicted through willful deception or fraud committed by TRANS subcontractors, appointees or other executing agents.

14 PREMATURE TERMINATION OF CERTIFICATION AGREEMENT

- 14.1 If the Customer terminates the certification agreement prematurely, for whatever reason, he shall still owe TRANS for all of the work completed, which shall base in actual invoicing that would have been due the cancelled activities completed estimated.
- 14.1 Customer need to inform TRANS and Scheme Owner within at least 3 months in writing for termination the certification agreement.
- 14.2 If customer's termination of certification agreement is made within 14 days from the agreed audit date, he shall be accountable for audit cancellation clause too in which stated the event of a scheduled audit cancellation, TRANS reserves the right to impose a cancellation fee. Suppose the customer cancels the audit within 2 weeks before the scheduled audit date. In that case, the customer shall be liable to pay the cancellation fee, which includes all associated travel costs, bookings, and an additional RM3000. The exact amount and timeline for the cancellation fee will be determined based on the incurred costs and the timing of the cancellation.

15 USAGE OF LOGO

- 15.1 The Customer shall not use TRANS marks to be applied to laboratory test, calibration or inspection reports, as such reports are deemed to be products in this context.
- 15.2 TRANS have rules governing the use of any statement on product packaging or in accompanying information that the certified customer has a certified management system. (Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product).
- 15.3 TRANS rules have the statement imply that the product, process or service is certified by this means. The statements include reference to the following:
- identification (e.g. brand or name) of the certified customer;
 - the type of management system (e.g. quality, environment) and the applicable standard;
 - the certification body issuing the certificate.
- 15.4 The Customer are required to:
- a) conforms to the requirements of TRANS when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents,
 - b) not make or permit any misleading statement regarding its certification,
 - c) not use or permit the use of a certification document or any part thereof in a misleading manner,
 - d) upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification,
 - e) amends all advertising matter when the scope of certification has been reduced,
 - f) not allow reference to its management system certification to be used in such a way as to imply that TRANS certifies a product (including service) or process,

- g) not imply that the certification applies to activities that are outside the scope of certification, and
- h) not use its certification in such a manner that would bring TRANS and/or certificationsystem into disrepute and lose public trust.

16 COMPETENT COURT AND APPLICABLE LAW

- 16.1 The present agreement shall be governed by Malaysian law.
- 16.2 Unless TRANS puts a dispute before the courts at the location of the Customer's registered office or residence, all disputes regarding interpretation and execution of this agreement shall be presented to courts in the vicinity of the registered office of TRANS.

17 MULTIPLE SITE

- 17.1 There are multiple offices of a certification body or multiple sites of a customer, TRANS shall ensure that there is a legally enforceable agreement between TRANS granting certification and issuing a certificate and all the sites covered by the scope of the certification.
- 17.2 Refer to attachment 1 for multiple site details. **only applicable for multisite customers

* To refer on specific requirement for each scheme.

Appendix 01

- Accredited standards*:
 - For Malaysian Sustainable Palm Oil (MSPO) Certification Scheme - ISO/IEC 17021 Part 1; Requirement and ISO/IEC 17065
 - For Anti Bribery Management System - ISO/IEC 17021 Part 1; Requirement and ISO/IEC 17021 Part 9; ISO 37001:2016
 - For Product Certification - ISO/IEC 17065
 - For Quality Management System (QMS) - ISO/IEC 17021 Part 1; Requirement and ISO/IEC 17021 Part 3; ISO 9001:2015
 - For Italian National Scheme (INS) – ISO/IEC 17065
 - For Green Gold Label (GGL) - ISO/IEC 17065

- Recognized standards*:
 - For International Sustainability & Carbon Certification (ISCC) System – ISCC EU, ISCC PLUS & ISCC Japan Fit
 - For Ocean Bound Plastic (OBP) - ISO/IEC 17065
 - For Sustainable Castor Caring for Environmental & Social Standards (SUCCESS) Castor - ISO/IEC 17065
 - For Responsible Plastic Management Certification (RPM) - ISO/IEC 17065
 - For Sustainable Resources Verification Scheme (SURE) - ISO/IEC 17065

- Other standard for certification service*:
 - For Environmental Management System (EMS) - ISO/IEC 17021 Part 1; Requirement and ISO/IEC 17021 Part 2; ISO 14001:2015
 - For Occupational Health and Safety Management System (OH&SMS) - ISO/IEC 17021 Part 1; Requirement and ISO/IEC 17021 Part 10; ISO 45001:2018

Appendix 02

- Issuance of MSPO Logo Usage Licence by MPOCC under the Malaysian Sustainable Palm Oil (MSPO) Certification Scheme
- Guidelines on the Use of The TRANS Certification & Inspection Sdn. Bhd. Certification Mark for Malaysian Sustainable Palm Oil (MSPO) Scheme
- Rules on The Use of TRANS Certification & Inspection (TRANS) Certification Mark for Products, Processes or Services (Product Certification)
- Guidelines for The Usage and Application of the TRANS Certification & Inspection Sdn. Bhd. Certification Mark for Management Systems (ISO/IEC 17021-1).
- Guidelines On the Use of The TRANS Certification & Inspection Sdn. Bhd. Certification Mark for Italian National Scheme (INS) – Biofuel
- Guidelines on the Use of The TRANS Certification & Inspection Sdn. Bhd. Certification Mark, Dutch Accreditation Council (RvA) Accreditation Mark, And Green Gold Label (GGL) Logo for GGL Certified Client