

PRODUCT CERTIFICATION (PRODUCT LISTING SCHEME)

GENERAL TERMS AND CONDITIONS (Dated 1 Feb 2023)

1 GENERAL

- 1.1 The Element Testing Services (S) Product Listing Scheme ("PLS") is a third-party broad-based product certification scheme operated by Element Testing Services (S) Pte Ltd ("ETS") where the safety and/or performance of the certified product is subjected to type-testing and surveillance testing and/or inspection.
- 1.2 A company may apply for certification under the PLS if the product complies with national or international standard(s) or standard(s) which are publicly available.
- 1.3 Scheme Type 2, 5 and 1b
There are three (03) Scheme Type which a product can be listed. All these Scheme Type require the product to be type tested and fully compliance with the standard(s). In additional,
 - under Scheme Type 2, the products will be subjected to surveillance sampling and testing for review. No label for conformity will be issued.
 - under Scheme Type 5, the company will be subjected to routine factory inspection, surveillance sampling and testing. Label for conformity or Declaration of Compliance ("DoC") shall be issued if applicable.
 - under Scheme Type 1b scheme, each batch /consignment shall be subjected to inspection, sampling, and testing. Label for conformity shall be issued if applicable to ensure that the product sold continues to comply with the relevant standard as listed. ETS shall decide the frequency and the scope of inspection /sampling /testing for each type of product.
- 1.4 The company shall provide all necessary arrangements including access to client's subcontractor for ETS to conduct evaluation, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purposes of evaluation (e.g., testing, inspection, assessment, surveillance, reassessment), investigation, provide observers (if applicable) and resolution of complaints.
- 1.5 All products to be certified and listed under the ETS PLS shall bear the company's name/trademark and brand name on every product for identification purposes. If the company is not the manufacturer of the products, the company shall submit evidence that she is authorized to deal with the product during her application for certification.
- 1.6 The company shall pay ETS the prevailing fees for samplings, testing, inspections, evaluations, certificates, and labels required under these Terms and Conditions. If for the purpose of the product review/surveillance, the listed product needs to be purchased from retailers or other third parties, the company shall make payment/reimbursement for such purchase.

2 TYPE TESTING & SURVEILLANCE TESTING

- 2.1 The full type test shall be conducted by ETS or other test laboratories which have been evaluated and approved by ETS for the purpose of the PLS. ETS reserves the right to amend the following list of approved test laboratories.
 - (a) SAC-SINGLAS accredited laboratories,
 - (b) SAC-SINGLAS-MRA partners' accredited laboratories,
 - (c) ETS's MOU partners' laboratories

While ETS may accept the tests reports by these laboratories, ETS reserves the right to perform product verification tests. The company shall pay to ETS the prevailing fees for such verification tests.

For surveillance testing, ETS may consider witness-test at the manufacturer's laboratory if the laboratory is sufficiently equipped and is operated under the required environment as stipulated in the standards.

- 2.2 For SCDF PLS: Test report validity period shall be 5 years for products listed under the PLS under Scheme Type 5 (Discrete system), Scheme Type 1b & Scheme Type 2. Products under Scheme Type 5 (Discrete system) and Scheme Type 1b are issued with product labels which can be displayed on the products. The test report validity period shall be 10 years for products listed under the PLS under Scheme Type 5 (Non-discrete system). Products under Scheme Type 5 (Non-discrete system) are issued with declaration of compliance (DOC) certificates to suppliers when they have declared compliance of conformity at the site. The design and components of the supplies shall be unchanged from the ones in the test report(s). ETS reserves the right to conduct verification testing and the company shall pay ETS the prevailing fees for such verification testing. If the company is not the owner of the test report(s), the applicant shall submit a letter of authorization from the owner of the test reports confirming that the company may use the test report(s).

3. CERTIFICATION

- 3.1 If the product has been type tested and found to be in compliance to the relevant standard, and all non-compliances (i.e. any deviation which may adversely affect the compliance of the product to the required product standards, factory inspection procedures and these terms and conditions) have been corrected, ETS will inform and issue a Certificate of Conformity ("CoC") stating compliance of the product to standard to the company.
- 3.2 A CoC will be issued for each model of the product or more than one model of the product if they are tested under a family of models and are all found to be in compliance with the standard.
- 3.3 The CoC is valid for five (05) years, or such other period as stated in the CoC and shall remain the property of ETS. The company's right to use the Certificate is subject to the terms herein and is not transferable. It may be renewed upon its expiry for such further periods and on such terms and conditions as ETS may deem fit.
- 3.4 ETS shall not allow the termination of CoC which was suspended for fire safety reasons, or which is under investigation by SCDF.
- 3.5 The company shall always comply with the relevant provisions of the certification program and the **Terms and Conditions** stipulate in this document.
- 3.6 ETS reserves the right to extend, reduce, suspend, terminate, or refuse to grant the renewal of the certification. Upon which, the company shall discontinue its use of all advertising matter that contains any reference there to and return the CoC to ETS.
- 3.7 The award of the certification does not relieve the company from guarantees/warranties as to the material, workmanship, and performance of the product according to the relevant standard as listed.
- 3.8 The award of the certification does not indicate or imply in any way that the product will be approved for use. The certified company is advised to seek approval from the relevant authorities, where applicable before supplying.

4 LABELLING AND/OR DECLARATION OF COMPLIANCE (FOR SCDF REGULATED PRODUCTS ONLY)

- 4.1 Depending on the product type and authority's requirements, the company must either (i) affix on all products listed under Scheme Type 5 and Scheme Type 1b of the PLS the "Element Testing Services" labels in accordance with the provisions set out herein or (ii) issue a Declaration of Compliance ("DoC") for the product listed under System 5 of the PLS in accordance with the form provided by ETS.
- 4.2 All "Element Testing Services" labels and/or the DoC's shall be provided by ETS and are serialized. They shall not be used on other products except those listed under Scheme Type 5 and Scheme Type 1b of the PLS. The company shall submit a request form to ETS and declare the number of labels and/or the DoC's required for each production lot of the product. The number shall match the size of the lot.
- 4.3 Labels and/or the DoC's provided by ETS and received by the company shall be properly accounted for by the company. The company shall maintain a record form and submit the same to ETS at the end of each calendar month. The company shall indicate on the record form, the quantity and serial number of the labels and/or the DoC's received from ETS and the corresponding quantity and serial number of the products produced/imported in that particular month.
- 4.4 Replacement of Serial Labels: In the event that the serial labels or DoCs are missing or damaged, a police report shall be lodged before replacement labels can be obtained from the ETS. CoC must be valid at the point of replacement and a copy of this report and shall be furnished to ETS, when requesting replacement of labels. An investigation by ETS shall also be conducted into the nature of the damage and/or loss, with the findings reported to SCDF for accountability. For Label issued more than 1 year no replacement will be issued. Exemption: If labels are returned to ETS with the serial numbers still legible, a police report is not required.
- 4.5 The labels and/or the DoC's are non-transferable. Any misuse of the labels and/or the DoC's and/or any attempt to transfer the labels and/or the DoC's is considered fraudulent and ETS reserves the right to take such action (legal or otherwise) as it deems appropriate. CoC holder required to return the serial label to ETS, if the serial label is not in use within 3 months after the serial label is issued to CoC holder,
- 4.6 The company shall discontinue immediately the use of the labels and/or the DoC's in the event the Certificate of Conformity is cancelled and/or withdrawn, for whatever reason. If the company fails to comply with this clause, ETS reserves the right to take legal action for infringement of its rights.
- 4.7 CoC holder shall display their company name (in the form of label, engraving, embossing etc) on the certified products (discrete) w.e.f
6 Feb 2018.

5 MARKING (FOR NON SCDF REGULATED PRODUCTS ONLY)

- 5.1 The company shall affix/print onto all products listed under Scheme Type 5 and Scheme Type 1b of the PLS the "Element Testing Services" marks in accordance with the provisions set out herein.
- 5.2 The "Element Testing Services" marks shall not be used on other products except those listed under Scheme Type 5 and Scheme Type 1b of the PLS.

- 5.3 Where it is impractical to affix/print the "Element Testing Services" marks onto the listed product, the company shall forthwith inform ETS in writing and seek ETS's waiver on the requirement of affixing/printing the "Element Testing Services" marks on the listed product. If the company desires to use the "Element Testing Services" marks in any other way, the company shall write to ETS for its prior written approval before such use.

- 5.4 In the event that the Certificate of Conformity is cancelled and/or withdrawn, the company shall discontinue immediately the use of the "Element Testing Services" marks, for whatever reason. If the company fails to comply with this clause, ETS reserves the right to take legal action for infringement of its rights.

6. UPON CERTIFICATION AND LISTING

- 6.1 Upon certification and listed in ETS PLS, the company shall inform, without delay, ETS in writing on any of the following:
- any of the changes significantly including extension and reduction of scope affecting the listed product's design or specification such as manufacturing process, raw materials/components/sub-assemblies, design of the listed product, etc. or
 - any changes in the standards to which compliance of the product is certified, or
 - changes to the name and address of the company, manufacturer, or manufacturer's agent; or
 - any changes in the ownership, structure or management of the company or the management representative who is dealing with the listing under the PLS; or
 - any changes in circumstances or revision of supporting documents submitted to ETS which will render the information submitted to ETS no longer true, complete, or accurate.
 - any suspension, recall, news of unsafe on the products (made by the company or its suppliers) which is similar to the certified products.
- 6.2 ETS may demand factory inspection or/and sampling or/and testing if any of the above changes affect the performance or safety as stipulated in the respective standard.
- 6.3 The client shall keep a record of all complaints relating to compliance with certification requirements and shall take appropriate action and document the actions taken with respect to such complaints and any deficiencies found in products. ETS reserves the right to inspect the records.

7. SAMPLING, HANDLING AND DELIVERY OF SAMPLES

- 7.1 Sampling for product/production surveillance will be done by ETS's representative. The samples shall be marked in the presence of the company's representative.
- 7.2 The company shall be responsible for the proper delivery of the marked samples to ETS or its appointed laboratory for testing.

8. CONDITIONS OF USE OF THE CERTIFICATE OF CONFORMITY, THE "Element Testing Services" MARKS, THE DoC AND REFERENCE TO THE PLS

- 8.1 The "Element Testing Services" marks/labels and DoC shall only be used on the products, which have been listed under the PLS on the terms set out in Clauses 4 and 5. They shall not be used on any other product. If the company fails to comply with this clause, ETS reserves the right to take legal action for infringement of its rights.

- 8.2 The Certificate of Conformity and any other document given by ETS to the company in respect of the PLS may be displayed for promotional purposes. However, they shall not be used in respect of any product which is not listed under the PLS. When providing copies of the certification documents to others, the company shall ensure that the documents are reproduced in their entirety or as specified in the certification scheme.
- 8.3 The company may refer to the fact that the product is listed under the PLS in advertising and promotional product materials provided a proof copy of the proposed advertising and promotional product materials which makes any reference to the "Element Testing Services" mark, or to any other mark or the name or logo of ETS or to the ETS PLS shall be submitted to ETS for approval. The approval from ETS does not relieve the company of its liability as to its activities.
- 8.4 The company shall not use its product certification in such a manner as to bring ETS into disrepute and shall not make any statement regarding its product certification which ETS may consider misleading or unauthorized.
- 8.5 The company shall use certification only to indicate that products are certified as being in conformity with specified standards.
- 8.6 The company shall ensure that no certificate or report nor any part thereof is used in a misleading manner.
- 8.7 The company shall discontinue the use of the Certificate of Conformity immediately and shall cease using or make references to the "Element Testing Services" Mark, or to any other mark or the name or logo of ETS or to the PLS, upon the expiry or cancellation of the Certificate of Conformity for whatever reason. If the company desires to use the "Element Testing Services" marks in any other way, the company shall write to ETS for its prior written approval before such use.

9. SUSPENSION OF PRODUCT CERTIFICATION

- 9.1 Certification and listing of the product under the PLS may be suspended for a limited time by ETS if:
- there is a contravention of the **Terms and Conditions**; or
 - if a corrective action has not been satisfactorily complied with within a designated time limit; or
 - if a case of misuse as describe in Clause 4, Clause 5 and Clause 8 is not corrected by suitable retractions or other appropriate remedial measures by the company; or
 - if the products are being placed on the market in an unsafe or non-conforming condition; or
 - if the required surveillance inspection or sampling /testing is not carried out within the prescribed timeframe; or
 - fails to pay to ETS any relevant fees specified under the PLS within the specified time frame.
- 9.2 The company shall not identify itself as certified and shall not use any certification mark on any products that have been offered under a suspended Certification.
- 9.3 ETS will confirm in writing to the company the suspension of a Certificate and PLS listing. ETS will also indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate and listing have been fulfilled. On fulfillment of these conditions the suspension will be lifted, and the company notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate and listing will be withdrawn. All costs incurred by ETS in suspending and reinstating a Certificate and PLS listing will be charged to the company.

10. WITHDRAWAL OF PRODUCT CERTIFICATION

- 10.1 Certification and listing of the product under the PLS may be withdrawn if:
- Non-compliance with the requirements of the Product Listing Scheme, including:
 - (1) regulated fire safety product that is supplied to the industry differs from the prototype described in the CoC and laboratory test report;
 - (2) misuse of certification mark, logo, and certificates; and
 - (3) supply of products from a factory which differs from the factory declared during the CoC application.
 - Failure to take adequate rectification measures within the given timeframe, despite being suspended for a fire-safety-related non-compliance, or
 - Non-compliance that indicates failure of production process to consistently produce products of acceptable quality, including:
 - (1) failure or refusal of test/analysis of the product; and
 - (2) the surveillance regime is not completed within the surveillance window.
 - Other reasons related to fire safety.
 - ETS terminates its contract with the company.
- 10.2 In any of these cases, ETS has the right to withdraw the Certificate and PLS listing by informing the company in writing.
- 10.3 The company shall discontinue the use of the Certificate of Conformity immediately and shall cease using or make references to the "Element Testing Services" Mark, or to any other mark or the name or logo of ETS or to the PLS, upon the withdrawal of the Certificate and PLS listing.
- 10.4 The company may give notice of appeal.
- 10.5 No reimbursement of assessment fees shall be given, and withdrawal of the Certificate and listing shall be published by ETS and notified to the appropriate accreditation body, if any.

11. TERMINATION OF PRODUCT CERTIFICATION

- 11.1 A Certificate and listing will be terminated if:
- the company advises ETS in writing that it does not wish to renew the Certificate or goes out of business; or
 - if the company no longer offers the products; or
 - the company does not timely commence application for renewal.
- 11.2 The company shall discontinue the use of the Certificate of Conformity immediately and shall cease using or make references to the "Element Testing Services" Mark, or to any other mark or the name or logo of ETS or to the PLS, upon the cancellation of the Certificate and PLS listing.
- 11.3 In case of cancellation no reimbursement of assessment fees shall be given and notified to the appropriate accreditation body, if any.

12. APPEAL

- 12.1 The company has the right to appeal against any of the decisions made by ETS. Notification of the intention to appeal must be made in writing and received by ETS within fourteen (14) days of receipt. The appeal shall be supported by relevant facts and data for consideration during the Appeals Procedure.
- 12.2 All appeals are put before the Head, Certification. ETS shall be required to submit evidence to support its decision. Any decision of ETS shall remain in force until the outcome of the appeal.

12.3 The decision of the ETS shall be final and binding on both the company and ETS. Once the decision regarding an appeal has been made, no counterclaim by either party can be made to amend or change this decision.

12.4 In instances where the appeal has been successful no claim can be made against ETS for reimbursement of costs, or any other losses incurred.

13. COMPLAINTS

13.1 If anybody has cause to complain to ETS about the certification services, the complaint shall be made in writing and addressed to the Head, Certification of ETS with the complainant's contact name and number. If the complaint is made against the Certification Manager, the letter of complaint shall be addressed to the General Manager of ETS.

13.2 The complaint shall be acknowledged in writing following receipt. The complaint will then be independently investigated by ETS and closed on satisfactory conclusion of the investigation. Following closure, ETS will inform the complainant that the investigation has reached its conclusion.

14. FEES

14.1 ETS shall provide a quotation for the fees to the company. The fees are subject to revision by ETS. All fees paid by the company are not refundable.

14.2 An administrative fee shall be payable for the replacement of the Certificate of Conformity (e.g., damaged certificate).

14.3 Where additional testing and inspection are required, the company shall pay additional fees based on ETS's prevailing rate of charges.

14.4 The application fee shall be paid during application for the product to be certified and listed under the PLS. The preliminary factory inspection fee shall be paid before the factory visit. Subsequently, the certification fee (for Scheme Type 5) & market surveillance fee (for Scheme Type 2 products) shall be made by way of GIRO or cheque, on a monthly/yearly basis, from the date of issue of the Certificate of Conformity. The unit surveillance fee (for Scheme Type 5) shall be paid before the issue of "Element Testing Services" labels and/or DoC. The Batch Inspection fee (for Scheme Type 1b products) shall be paid before the Batch Inspection. If payment is made by way of cheques, the cheques shall be crossed and made payable to Element Testing Services Pte Ltd.

14.5 In the event of late payment by the company, ETS shall be entitled to charge interest on all outstanding amounts at the rate of 1% per month from the day payment is due until the date of actual payment.

15. CONFIDENTIALITY

Save as provided herein or where disclosure is required by law or by any court order, all information and documents supplied by the company under the PLS will be kept confidential provided that the information in the PLS may be used by ETS as a means for benchmarking product performance. ETS will ensure that in such use, the company's and the product's name will not be disclosed. ETS shall not be liable to the company for any damages or loss suffered by the company as a result of any breach of this provision other than due to the willful or negligent act of ETS's representatives.

16. LIMITATION OF LIABILITY

16.1 ETS shall not be liable to the company for any expenses, loss or damage whether direct or indirect suffered as a consequence of reliance on the company's participation in the PLS. In the event that ETS is found liable by operation

of law, the maximum amount of ETS's liability shall be limited to the fees paid by the company hereunder.

16.2 The company acknowledges that ETS has set out its fees and offered its services in reliance on this limitation clause. The company agrees that this limitation clause is fair and reasonable and forms an essential basis of the bargain between the parties.

17. INDEMNITY

17.1 The company agrees and shall indemnify the ETS fully against all losses and expenses suffered by ETS including but not limited to all claims by any third parties against ETS as a consequence of

- the testing and the issuance of the Certificate of Conformity and/or any other document given by ETS to the company in respect of the PLS; or
- the use by the company, its agents, servants, or representatives of the "Element Testing Services" Marks, the Certificate of Conformity, or any other document given by ETS to the company in respect of the PLS in any manner including, but not limited to, advertising or any purpose of trade; or
- the listing of the product under the PLS.

18. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Singapore, including but not limited to the SCDF Fire Safety Guidelines which is available on the SCDF's website or could be provided by ETS upon request.

19. TAXES

The company shall be liable for the payment of all taxes, levies and duties including, but not limited to, goods and services tax or withholding tax payable because of the services provided by ETS to the company. In the event ETS is liable to pay any such taxes, the company agrees and shall reimburse ETS fully in respect of any payment of such taxes, levies and duties made by ETS.

NOTE: ETS reserves the right to revise these Terms and Conditions and fees as and when necessary, without prior notice.