



SINGAPORE TEST SERVICES PTE LTD

PRODUCT CERTIFICATION AND LISTING SCHEME

GENERAL TERMS AND CONDITIONS

1 GENERAL

1.1 The Singapore Test Services Product Listing Scheme ("PLS") is a third party broad-based product certification scheme operated by Singapore Test Services Pte Ltd ("STS") 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 ISO System 2, 5 and 7
There are three (03) ISO systems (or schemes) which a product can be listed. All these ISO systems require the product to be type tested and fully compliance with the standard(s). In addition,
• under ISO System 2 scheme, the products will be subjected to surveillance sampling and testing for review. No label for conformity will be issued.
• under ISO System 5 scheme, 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 ISO System 7 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. STS 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 STS 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 STS 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 STS 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 STS or other test laboratories which have been evaluated and approved by STS for the purpose of the PLS. STS 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) STS's MOU partners' laboratories

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

For surveillance testing, STS may consider to witness-test at the manufacturer's laboratory if the laboratory is sufficiently equipped and is operate 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 Class 1A (Discrete system), Class 1B & Class 2. Products under Class 1A (Discrete system) and Class 1B are issued with product labels which can be displayed on the products.

Test report validity period shall be 10 years for products listed under the PLS under Class 1A (Non-discrete system). Products under Class 1A (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). STS reserves the right to conduct verification testing and the company shall pay STS 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, STS 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 to the standard.

3.3 The CoC is valid for three (03) years or such other period as stated in the CoC and shall remain the property of STS. 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 STS may deem fit.

3.4 The company shall always comply with the relevant provisions of the certification program and the **Terms and Conditions** stipulate in this document.

3.5 STS reserves the right to extend, reduce, suspend, terminate or refuse to grant the renewal of the certification. Upon which, the company shall discontinues its use of all advertising matter that contains any reference thereto and returns the CoC to STS.

3.6 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.

3.7 The award of the certification does not indicate or imply in any way that the product would 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 FSSB 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 System 5 and System 7 of the PLS the "STS Listed" 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 to the form provided by STS.

4.2 All "STS Listed" labels and/or the DoC's shall be provided by STS and are serialized. They shall not be used on other products except those listed under System 5 and System 7 of the PLS. The company shall submit a request form to STS 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 STS 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 STS 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 STS and the corresponding quantity and serial number of the products produced/imported in that particular month.

4.4 When labels and/or the DoC's provided by STS are damaged or lost, a formal report shall be made to STS, giving such details of the circumstances resulting in the damage or loss as STS may request.



- 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 STS reserves the right to take such action (legal or otherwise) as it deems appropriate.
- 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, STS reserves the right to take legal action for infringement of its rights.
- 5 MARKING (FOR NON FSSD REGULATED PRODUCTS ONLY)**
- 5.1 The company shall affix/print onto all products listed under System 5 and System 7 of the PLS the "STS Listed" marks in accordance with the provisions set out herein.
- 5.2 The "STS Listed" marks shall not be used on other products except those listed under System 5 and System 7 of the PLS.
- 5.3 Where it is impractical to affix/print the "STS Listed" marks onto the listed product, the company shall forthwith inform STS in writing and seek STS's waiver on the requirement of affixing/printing the "STS Listed" marks on the listed product. If the company desires to use the "STS Listed" marks in any other way, the company shall write to STS 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 "STS Listed" marks, for whatever reason. If the company fails to comply with this clause, STS reserves the right to take legal action for infringement of its rights.
- 6. UPON CERTIFICATION AND LISTING**
- 6.1 Upon certification and listed in STS PLS, the company shall inform, without delay, STS 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 STS which will render the information submitted to STS 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 STS may demand for 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. STS 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 STS'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 STS or its appointed laboratory for testing.
- 8. CONDITIONS OF USE OF THE CERTIFICATE OF CONFORMITY, THE "STS Listed" MARKS, THE DoC AND REFERENCE TO THE PLS**
- 8.1 The "STS Listed" 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, STS reserves the right to take legal action for infringement of its rights.
- 8.2 The Certificate of Conformity and any other document given by STS 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 make reference 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 "STS Listed" mark, or to any other mark or the name or logo of STS or to the STS PLS shall be submitted to STS for approval. The approval from STS does not relieve the company from its liability as to its activities
- 8.4 The company shall not use its product certification in such a manner as to bring STS into disrepute and shall not make any statement regarding its product certification which STS 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 standard.
- 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 "STS Listed" Mark, or to any other mark or the name or logo of STS or to the PLS, upon the expiry or cancellation of the Certificate of Conformity for whatever reason. If the company desires to use the "STS Listed" marks in any other way, the company shall write to STS for its prior written approval before such use.
- 9. SUSPENSION OF CERTIFICATION AND LISTING**
- 9.1 Certification and listing of the product under the PLS may be suspended for a limited time by STS 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 STS 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 STS will confirm in writing to the company the suspension of a Certificate and PLS listing. STS 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 STS in suspending and reinstating a Certificate and PLS listing will be charged to the company.
- 10. WITHDRAWAL OF CERTIFICATION AND DE-LISTING**
- 10.1 Certification and listing of the product under the PLS may be withdrawn if:
- the company takes inadequate measures in case of suspension; or
 - the products do not conform to the standards, norms or regulations or a no longer offered; or
 - STS terminates its contract with the company



- 10.2 In any of these cases, STS 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 "STS Listed" Mark, or to any other mark or the name or logo of STS 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 STS and notified to the appropriate accreditation body, if any.
- 11. CANCELLATION OF CERTIFICATION AND PLS LISTING**
- 11.1 A Certificate and listing will be cancelled if
- the company advises STS 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 "STS Listed" Mark, or to any other mark or the name or logo of STS or to the PLS, upon the cancellation of the Certificate and PLS listing.
- 11.3 In cases 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 any of the decisions made by STS. Notification of the intention to appeal must be made in writing and received by STS 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. STS shall be required to submit evidence to support its decision. Any decision of STS shall remain in force until the outcome of the appeal.
- 12.3 The decision of the STS shall be final and binding on both the company and STS. Once the decision regarding an appeal has been made, no counter-claim 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 STS for reimbursement of costs or any other losses incurred.
- 13. COMPLAINTS**
- 13.1 If anybody has cause to complain to STS on the certification services, the complaint shall be made in writing and addressed to the Head, Certification of STS 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 STS.
- 13.2 The complaint shall be acknowledged in writing following receipt. The complaint will then be independently investigated by STS and closed on satisfactory conclusion of the investigation. Following closure, STS will inform the complainant that the investigation has reached its conclusion.
- 14. FEES**
- 14.1 STS shall provide a quotation for the fees to the company. The fees are subject to revision by STS. All fees paid by the company are not refundable.
- 14.2 An administrative fee shall be payable for 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 STS'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 System 5) & market surveillance fee (for System 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 System 5 FSSD regulated products) shall be paid before the issue of "STS Listed" labels and/or DoC. The Batch Inspection fee (for System 7 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 Singapore Test Services Pte Ltd.
- 14.5 In the event of late payment by the company, STS 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 STS as a means for benchmarking product performance. STS will ensure that in such use, the company's and the product's name will not be disclosed. STS 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 STS's representatives.
- 16. LIMITATION OF LIABILITY**
- 16.1 STS shall not be liable to the company for any expenses, loss or damages whether direct or indirect suffered as a consequence of reliance on the company's participation in the PLS. In the event that STS is found liable by operation of law, the maximum amount of STS's liability shall be limited to the fees paid by the company hereunder.
- 16.2 The company acknowledges that STS has set out its fees and offered its services in reliance of 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 STS fully against all losses and expenses suffered by STS including but not limited to all claims by any third parties against STS as a consequence of
- the testing and the issuance of the Certificate of Conformity and/or any other document given by STS to the company in respect of the PLS; or
 - the use by the company, its agents, servants or representatives of the "STS Listed" Marks, the Certificate of Conformity, or any other document given by STS 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 STS 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 as a result of the services provided by STS to the company. In the event STS is liable to pay any such taxes, the company agrees and shall reimburse STS fully in respect of any payment of such taxes, levies and duties made by STS.
- NOTE: STS reserves the right to revise these Terms and Conditions and fees as and when necessary without prior notice. For updated Terms and Conditions, refer to <http://www.test.com.sg>**