

ISSUED NO : 2
ISSUED DATE : 13 December 2021

1. INTRODUCTION

PT MUTUAGUNG LESTARI /or **MUTU** is a Certification Body that offers the FSSC 22000 certification services.

These codes of practice have been structured in accordance with the requirements of the FSSC 22000 schemes.

2. SCOPE OF CONTRACT

This document, together with the application for quote, quotation document, (when accepted and signed by the Client) and the Use of Logo requirements published by **MUTU** shall form the terms and conditions of contract ("the Contract") between the parties. No terms and conditions of the Client shall apply to the Contract.

This document describes the rights, responsibilities and duties of **MUTU**, as identified in the Contract, (the "Client"), whose management system(s) ["System" – shall meet the organisational structure, responsibilities, activities, resources and events that together provide organised procedures and methods of implementation to ensure the capability of the Client to meet the standard(s) has (have) been or is/are to be certified by **MUTU** to one or more FSSC 22000 schemes (the "Standard").

The Certificate awarded by **MUTU** covers only those services or products manufactured and/or supplied strictly within the scope of the System certified by **MUTU**.

The Client remains solely liable for any defect in the Product(s), Services or System and shall defend, protect and indemnify **MUTU** from any and all defects, loss, costs, expense, claims or liability arising from the Product(s), Services and/or System.

3. IMPARTIALITY

MUTU, within its certification activities, shall remain impartial, will be perceived and free from threats, or intimidated to deliver certification that provides confidence.

To obtain and maintain confidence, it is essential that a certification body's decisions be based on objective evidence of conformity (or nonconformity) and that its decisions are not influenced by other interests or by other parties, including the payment of certification from client that could be a potential threat to impartiality.

4. GENERAL

MUTU offers third party certification services to prospective and existing Clients in respect of management systems in order for them to be able to demonstrate conformity of their products, services and System to customers and end-users. **MUTU's** fees ("Services Fee") include the cost of audit services and the use of the **MUTU's** logo, but audit expenses are charged separately in accordance with the quoted terms.

The basic conditions for obtaining and retaining registration are that the applicant agrees to and complies with the following procedures and rules:

- a. All information deemed necessary by **MUTU** in order to complete the assessment programme shall be made available by the applicant;
- b. **MUTU**, if not satisfied that all the requirements for registration are being met, shall inform the applicant of those aspects in which the application has failed;
- c. When the applicant can show that remedial action has been taken by him/her within a specified time limit to meet the requirements, **MUTU** will arrange, at extra cost to the applicant, to repeat only the necessary parts of the assessment;
- d. If the applicant fails to take remedial action within the specified time limit it may be necessary for **MUTU**, at extra cost, to repeat the assessment in full;
- e. Identification of conformity shall refer only to the site or sites assessed and apply to the scope of the issued certificate as stated on that certificate.

5. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The **MUTU** Intellectual Property (IP) rights, titles and interests in all service mark(s), trademark(s), other names or logos, copyright works and inventions remain the property of **MUTU** and cannot be sold or licensed by the Client; **MUTU** will audit the use of logos and/or marks at subsequent surveillance visits. **MUTU** reserves the right to withdraw the use the logo, certificates and audit documentation should the Contract be terminated, for whatsoever.

A certified organization is the owner of an audit report, whilst **MUTU** is responsible for the report data.

A certified organization is the certificate holder, not the owner. **MUTU** is the data owner of the certificate data.

6. OBLIGATIONS OF MUTU

MUTU will appoint competent qualified auditors to conduct the audit of the System in accordance with international and/or national accreditation and **MUTU** management system requirements.

MUTU will inform the client due to any changes of certification requirements. **MUTU** will also have to verify that each certified clients complies with the new certification requirements.

MUTU will ensure that contracted audit services are delivered at a frequency defined by **MUTU** in agreement with the Client. **MUTU** will issue audit and non-conformance reports after each audit activity.

MUTU will issue a certificate of conformance ("Certificate") on successful completion of the initial certification audit. This includes the closure of all nonconformities, and the relevant independent review being completed by **MUTU**'s certification officer(s).

7. OBLIGATIONS OF THE CLIENT

The Client must maintain its System and performance and product in accordance with the national / international standard(s) against which it is

certified (FOOD SAFETY SYSTEM CERTIFICATION). In addition the Client must allow access to **MUTU** auditors to verify the maintenance of the System, to include access to all customer complaints and notices and all other documents issued by regulatory authorities.

The Client is required to inform **MUTU** promptly of any significant changes to its product(s), services, System or any other circumstances, which may affect the validity of its certification. The client shall communicate to **MUTU** within 3 working days related to the following:

- a. Any significant changes that affect the compliance with the Scheme requirements and obtain advice of the CB in cases where there is doubt over the significance of a change;
- b. Serious events that impact the FSMS or FSQMS, legality and/or the integrity of the certification which include legal proceedings, prosecutions, situations which pose major threats to food safety, quality or certification integrity as a result of natural or man-made disasters (e.g. war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.);
- c. Public food safety events (such as e.g. public recalls, calamities, food safety outbreaks, etc.);
- d. Changes to organization name, contact address and site details;
- e. Changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision-making or technical staff);
- f. Changes to the management system, scope of operations and product categories covered by the certified management system;
- g. Any other change that renders the information on the certificate inaccurate

MUTU will then take the appropriate action, such as, conducting a special audit and/or changing the certification, subject to prior agreement and payment of any applicable fees and expenses of **MUTU**.

The client shall allow **MUTU** to share information relating to the The certified organization allows the CB to share information relating to the certification

and auditing process with the Foundation, GFSI and governmental authorities when required

The Client shall accommodate the presence of observers (e.g. accreditation / fssc foundation auditors or MUTU personel), access to any part of the audit /or surveillance process for the purposes of witnessing **MUTU's** audit team performing the audit of the System to determine conformity with the requirements of the Standard. The Client will not have the right within this contract to refuse such a request either by the accreditation body. All cost raised during visiting by Accreditation Body will be paid by Client.

8. APPLICATION FOR REGISTRATION

Before contracted for certification with **MUTU**, Client shall complete the application form, which available on request from the **MUTU's** Office and/or email address stated in the application notes.

Prerequisite of the certification

- Client shall had documentation that comply with ISO 22000, ISO/TS 22002 (related sector), and FSSC 22000 part 2.
- The client shall had HACCP study / plan that cover all standard required and it shall be valid within the organization scope process.
- Client shall send the HACCP study / plan to **MUTU** along with the filled of application form. (MUTU will treat the HACCP plan as confidential)
- If client not had Identify and not send to MUTU regarding the HACCP study / plan then the application cannot be process to next phase.

On receipt of the completed application form, review of scope and fees subjected to certification program will be done by **MUTU**. And as a result, a proposal outlining the scope of assessment and costs will be submitted to the applicant. Upon agreement by the applicant to costs and receipt of any due payments, together with controlled copies of relevant documentation, the project will be allocated to a Registered Lead Auditor who will be responsible for ensuring that the assessment is carried out in line with **MUTU** Procedures.

The Application for recertification (or certification renewal) will be implemented if any significant change occurred in management systems of organization. e.g. Change of scope, regulation, etc.

Reduction to scope of certification/ registration can be permanent or temporary as requested by the client for commercial / financial reason, etc.

If there is any alteration of the organization, they shall inform **MUTU** in writing of any intended alteration to the process, legal, commercial, organization / management status or the ownership, FOOD SAFETY SYSTEM CERTIFICATION System which may affect compliance with the relevant parts of the standards

9. INITIAL AUDIT, SURVEILLANCE, AND RE-CERTIFICATION

MUTU has the necessary facilities and documented procedures, which describe certification processes in accordance with the FOOD SAFETY SYSTEM CERTIFICATION accreditation standards. Procedures describe the application process, initial assessment (stage 1 audit and stage 2 audit), recertification, surveillance, extension/ reduction scope and re-assessment of customer's FOOD SAFETY SYSTEM CERTIFICATION

Regarding stage-1 audit for documentation review, the Client shall prepare and/or submit to **MUTU** the **CONTROLLED COPY** of the following documentation.

First Surveillance audit following initial certification shall not be more than 12 months from counting from date of certification decision. Further, the next surveillance visit will be conducted annually.

Unannounced audit

Is a surveillance activity carried out without prior notification to the Second Party. This activity is carried out once in the certification cycle period and the client shall be ready to accept **MUTU** personnel in carrying out this audit activity. If the client refuses to carry out this unannounced audit activity then **MUTU** has the right to immediately suspend client certificate

Every 3 (three) years the FOOD SAFETY SYSTEM CERTIFICATION certificate shall require to

undertake a re-assessment to reconfirm compliance. The company shall be informed of the requirements of Certificate renewal during the pre-renewal visit, which is the last surveillance visit of the three-year cycle.

The purpose of the recertification audit is to confirm the continued conformity and effectiveness of the FSSC 22000 (standard requirements) as a whole, and its continued relevance and applicability for the scope of certification. The recertification audit shall consider the performance of the FOOD SAFETY MANAGEMENT SYSTEM system over the period of certification (one cycle periods), and include the review of previous surveillance audit reports.

The client shall be informed of the results of the initial audit, surveillance, and recertification audit.

10. CORRECTIVE ACTION RESPONSES (CAR)

Client's CAR shall be responded after non compliance report issued, with the following requirements:

Critical:

- In case of a certification audit (initial), the full certification audit shall be repeated
- In case of surveillance and or recertification, When a critical nonconformity is issued the certificate shall be suspended within 3 working days of being issued for a maximum period of six (6) months;
- The organization shall provide MUTU with objective evidence of an investigation into causative factors, exposed risks and the proposed CAP. This shall be provided to MUTU within 14 calendar days after the audit;
- A separate audit will be conducted by MUTU between six (6) weeks to six (6) month after the regular audit to verify the effective implementation of the corrective actions.
- The certificate shall be withdrawn when the critical nonconformity is not effectively resolved within the six (6) month timeframe;

Major

- The organization shall provide MUTU with objective evidence of an investigation into

causative factors, exposed risks and evidence of effective implementation;

- MUTU will conduct an on-site follow-up audit to verify the implementation of the CA to close the major nonconformity. In cases where documentary evidence is sufficient to close out the major nonconformity, MUTU may decide to perform a desk review.
- The major nonconformity shall be closed within 28 calendar days from the last day of the audit. When the major cannot be closed in this timeframe, the certificate shall be suspended and follows the mechanism suspension and withdrawal procedures;

Minor

- The organization shall provide MUTU with objective evidence of the correction, evidence of an investigation into causative factors, exposed risks and the proposed corrective action plan (CAP) within 28 calendar day after the last day of the audit. Exceeding this timeframe shall result in a suspension of the certificate;
- Corrective action(s) (CA) shall be implemented by the organization within the timeframe agreed with MUTU;
- Effectiveness of implementation of the corrective action plan shall be reviewed, at the latest, at the next scheduled on-site audit. Failure to address a minor nonconformity from the previous audit could lead to a major nonconformity being raised at the next scheduled audit

When applicant / client failed to fulfil the requirements mentioned above, then client FOOD SAFETY MANAGEMENT SYSTEM Certification's shall be suspended (refer to section on suspension below).

In the term of 6 month, the client failed to fulfil as mention above, the certification will be withdrawn.

11. CERTIFICATE GRANTING

When the company meets all the requirements for registration, then it will be informed and a Certificate issued. The Certificate shall remain the property of **MUTU** and shall not be copied or reproduced in any manner without the prior approval by **MUTU's** officers.

The Certificate will normally be valid for a period of three years from the date on the certificate.

The certified organizations can use the certificate for the business and commercial or other organizations aims as it in valid periods and not violated the requirements from MUTU / FSSC 22000 / KAN / GFSI / local and international authority.

The certificate shall not be used in regards to:

- a. In the suspension status, cancellation or expiration of the certificate;
- b. Included in the certificate of the result of laboratory testing, calibration or inspection;
- c. Withdrawal status.
- d. Not registered as certified organization under MUTU (related to transfer CB, discontinue of recertification, etc.)

12. SPECIAL AUDIT

Due to the extensions and/or reduction to scope, **MUTU** shall, in response to an application for extension / reduction to the scope of a certification already granted, undertake a review of the application and determine any audit activities necessary to decide whether or not the extension may be granted. The special audit consist of:

1. Extension the scope
The certified organization can submit an extension of the certification scope, by submitting a written application. The Vice President Operations and/ or appointed personnel will review the application and determine whether the extension is accept or not nor can be done in conjunction with a Surveillance audit.
2. Short Notice audit
Purpose of Short Notice audit conduct by MUTU are to investigate complaint, changes in regulation / significant changes in management systems / location or as follow up on suspended clients.
3. Upgrade Audit
Upgrade audit conduct when there is a significant change to the Scheme requirements. If it's occur MUTU then:
 - a. Follow the upgrade requirements as issued by the Foundation;

- b. Ensure all staff and auditors are familiar with the upgrade process;
- c. Additional audit time shall be recalculated and advised to the clients where applicable;
- d. Following the successful upgrade audit (including closure of nonconformities the certificate will be re-issued.

4. Transition Audit

- a. Transition audits are allowed from Dutch HACCP, ISO 22000 and GFSI recognized certification programs with equivalent scopes. For FSSC 22000-Quality, transition audits are allowed for organizations holding a valid ISO 22000, FSSC 22000 and a valid ISO 9001 certificate (see section 4.3.5 for audit duration).
- b. Transition audits are the start of a new certification cycle and shall therefore be a stage 2 audit (a stage 1 may be performed at the discretion of the CB).
- c. The FSSC 22000 certificate/FSSC 22000-Quality certificate issued shall have a validity of 3 years

13. CERTIFICATE RENEWAL

Certificate renewal can be mean recertification.

The Certificate shall require to be revalidated every three years cycle and shall follow a similar format to the initial assessment.

14. EXTENSION OF REGISTRATION

In order to extend the scope of a company's registration to cover additional products, processes or services, a new Application Form will be required to be completed.

A new Certificate, following a successful assessment will be issued covering those aspects covered by the extended registration, which will be valid for the remainder of the certification period. The assessed company must return the superseded Certificate to MUTU.

15. REDUCTION OF REGISTRATION

Reductions to scope of certification / registration can be permanent or temporary as requested by the client for the commercial/ financial reason, etc. Upon receipt of formal from a client requesting a reduction in scope of certification/ registration on a temporary basis, the FOOD SAFETY MANAGEMENT SYSTEM Manager shall ensure that the Auditor selected for the next scheduled surveillance visit is supplied with all relevant client documentation relating to the reduction scope. The FOOD SAFETY MANAGEMENT SYSTEM Manager shall forward the revised Certificate to the clients under cover of a letter, which clearly request return of the Original Certificate as soon as possible.

16. SIGNIFICANT MODIFICATION THAT AFFECT THE VALIDITY OF CERTIFICATION

The Certification Holder shall inform **MUTU** in writing of any intended modification to the product, process, services or Internal Management System due to FSMS/FSSC 22000 (FOOD SAFETY MANAGEMENT SYSTEM) Certification which may affect compliance with the relevant part of the systems of FOOD SAFETY MANAGEMENT SYSTEM requirements which is determined, as follow:

- a. The legal, commercial, organizational OR Status or ownership
- b. Organization and management (e.g. Key managerial, decision-making or technical staff)
- c. Contact address and sites
- d. Scope of operations under the certified management system
- e. Major changes to the management system and processes

MUTU will determine whether the notified changes require additional assessment. Failure to notify **MUTU** may result in suspension of the Certificate.

PUBLICITY OF CERTIFICATE HOLDERS

A Certificate Holder has the right to publish that the product, process, service and/or the performance has been assessed and apply the relevant mark of conformity to stationary and promotional material relating to the scope of registration as detailed on the Certificate of Registration.

In every case, the company shall ensure that, in its publications and advertising, no confusion arises between registered and non-registered products, processes and/or services. The company shall not make any claim that could mislead purchasers to believe that a product, process or service is covered by registration when in fact, it is not.

The Certification Holder is allowed to use the **MUTU's** logo such as on letterheads, advertisements in mass media, catalogues, on products, product packaging and other publications, according to registration scope.

17. SUSPENSION AND WITHDRAWAL OF THE CERTIFICATION

MUTU shall suspend certification in cases when:

1. The client's certified management system has persistently or seriously failed to meet certification requirements
2. The certified client does not allow surveillance audit to be conducted on the required frequencies (without a written reason for the postponement); and the client will be given a tolerance of ± 3 month to accept and/request the outstanding surveillance
3. Critical NCR has found during surveillance audit
4. The certified client has voluntary requested a suspension together with the reason

If fail to perform the matters above, the client will be suspended for a period of 6 months. The certificate will be withdrawn if suspension period excess. If the client still wishes to continue its certification process, a re-certification audit (refer above to recertification) will be done within the suspension period. Within the

suspension period, the client is not allowed to use the certificate and logo.

MUTU reserves the right to publish the fact that such action has been taken.

A certificate may be withdrawn in cases such as, but not necessarily limited to the following:

1. Inadequate measures are taken by the client in the case of suspension
2. If the Client fails to comply with due settlement of its financial obligations

In such cases above, **MUTU** shall inform issue letter for certificate withdrawal, which also explains that the client cannot identify as registered any product, process, or service that has been offered under a withdrawal certificate and shall immediately stop all advertising in this respect. The client shall return the certificate to **MUTU** immediately.

18. APPEALS, COMPLAINT AND GRIEVANCE

Complaints and Grievances received by **MUTU** from interested parties related to the **MUTU** and client's FOOD SAFETY MANAGEMENT SYSTEM certification system performance.

A complaint or grievance can be made either through the **MUTU's** mechanism for complaints (which will include subsequent referral to the accreditation body, and then to FOOD SAFETY MANAGEMENT SYSTEM, if the complainant remains unsatisfied by the outcome), or directly to the FOOD SAFETY MANAGEMENT SYSTEM Executive Board. In the latter situation, the FOOD SAFETY MANAGEMENT SYSTEM Executive Board will then determine whether the complaint or grievance should firstly follow the certification body mechanism, or whether it can be referred directly to the FOOD SAFETY MANAGEMENT SYSTEM governing body.

The complaints/grievances should be made in writing and addressed to the FOOD SAFETY MANAGEMENT SYSTEM Manager.

Due to appeal cases, Certification Committee of **MUTU** will review of appeals; and the personal(s) whose is (are) involved or engaged in the appeals-

handling process are different from those who carried out the audits and made the certification decisions.

19. MATERIALITY (BASIS OF OPINION)

MUTU conducts its audit activity through a sampling process to determine if the FSMS/FSSC 22000 implementation meets the standard requirements for selected Parts under FOOD SAFETY MANAGEMENT SYSTEM. Any statement of conformity issued by **MUTU** in the form of reports or certificates etc. is based on these sampling processes, therefore **MUTU** does not warrant, represent or undertake that these statements mean that all activities are in conformance with the relevant standard(s) at the time of the audit or that subsequent to the audit activity those activities audited will continue to be in conformance with the relevant Standards. The Client undertakes to make all customers and end users aware of the foregoing provisions of this clause.

20. TRANSFER OF CERTIFICATION

The transfer of certification is defined as the recognition of an existing and valid FSMS/FSSC 22000 Certification, granted by one accredited certification body, (hereinafter referred to as the "preceding certification body"), by another accredited certification body, (hereinafter referred to as the **MUTU**) for the purpose of issuing its own certification

Only certifications, which are covered by accreditations of FOOD SAFETY MANAGEMENT SYSTEM, shall be eligible for transfer. Organizations holding certifications that are not covered by such each accreditation shall be treated as new clients

Pre-Transfer Review

MUTU will conduct a review of the certification of the prospective client. The review shall consist of document review; however an audit to the prospective client may be performed if considered necessary. The review should cover the following aspects:

- a. Confirmation that the client's certified activities fall within the accredited scope of **MUTU**;
- b. The reasons for seeking a transfer;

- c.) That all sites wishing to transfer certification hold an accredited certification that is valid in terms of authenticity, duration (Certificate not expired) and scope of activities covered by FSMS/FSSC 22000 Certification. The validity of certification and the status of outstanding nonconformities should be verified with the preceding certification body unless it has ceased trading.
- d. A consideration of the last certification or recertification audit reports, subsequent surveillance reports and any outstanding nonconformities that may arise from them. This consideration shall also include any other available, relevant documentation regarding the certification process i.e. Handwritten notes, checklists. If the last certification, recertification or subsequent surveillance audit reports are not made available or if the surveillance audit is overdue then the organisation shall be treated as a new client;
- e. Complaints received and action taken;
- f. The stage in the current certification cycle.
- g. Any current engagement by the organisation with regulatory bodies in respect of legal compliance

Transfer of Certification Requirements

- a. Only valid accredited certification shall be transferred to **MUTU**.
- b. Certification which is known to have been suspended or under threat of suspension shall not be accepted for transfer.
- c. Certificates that are known to have been suspended or to be under threat of suspension shall not be accepted by **MUTU** for transfer and/or requires organisation to sign **Form of FSMS/FSSC 22000 Transfer of Certification** that their certification is not suspended or under the threat of suspension
- d. Outstanding nonconformities shall be closed out, if practical, with the preceding certification body, before transfer. Otherwise they shall be closed out by **MUTU** according to the defined timelines on the NCR(s)

- e. If no further outstanding or potential problems are identified by the pre-transfer review **MUTU Certificate** may be issued following the normal decision making process. The programme of on-going surveillance should be based on the previous certification regime unless the **MUTU** has conducted an initial or recertification audit as a result of the review.
- f. Where doubt continues to exist, after the pre-transfer review, as to the adequacy of a current or previously held certification, the **MUTU** shall, depending upon the extent of doubt, either:
- Treat the applicant as a new client or
 - Conduct an audit concentrating on identified problem areas.

The audit programme of on-going surveillance should be based on the previous certification regime unless **MUTU** has conducted an initial or recertification audit as a result of the Pre Transfer Review.

21. TERMS AND CONDITIONS

These terms and conditions constitute the sole obligations to be undertaken by **MUTU** and the sole rights and remedies of the Client, to the exclusion of all other representations, statements, terms, conditions whether express or implied, except for fraudulent misrepresentation.

22. CLIENT WARRANTY

The Client hereby warrants and covenants with **MUTU** that it will at all times during the subsistence of the contract comply with all reasonable requirements necessary for the issuance of the Certificate of Approval including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority all recommendations, codes and similar matters issued by any authority pursuant to which in compliance with which or for the purpose of which the Certificate of Approval is issued or such other reasonable requirements of **MUTU** as are necessary to enable the Certificate of Approval to be issued and maintained in force in conformity with standards of high quality of certification.

The Client hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to **MUTU** for the purposes of the Contract, both at the time of supply and subsequently.

23. PRODUCT RECALL

Product recall is the withdrawal and its mechanism related to product had been produced and distributed; and their processing and producing had been occurred the non conformities against the requirements of FOOD SAFETY MANAGEMENT SYSTEM principles and criteria(s).

Certified organisation, which has the non-conformities against the requirements of FOOD SAFETY MANAGEMENT SYSTEM, is obligated to carry out product recall and informs and/or reports to **MUTU** as Certification Body.

Product recall occurrence is a major non-conformity and for certified organisation has to conduct corrective actions and supported by evidences. Further, **MUTU** will review and verify the adequacy of corrective actions and if necessary will be visited to site for verification. All costs regarding on site visiting verification will be charged to certified organisation (Client).

24. SERVICE FEE

The quotation on the basis of which the Contract is entered into is attached. It indicates the basic charges for the services agreed to be supplied pursuant to the contract (Services) ("Services Fee") on the assumption that the information supplied by the Client was accurate and complete. Any service supplied additional to the agreed services, will be charged at '**MUTU's** rates current at the time of supply of such services. **MUTU** reserves the right to review and amend its charges.

25. POSTPONEMENT AND CANCELLATION (RECOVERY OF ADMINISTRATIVE COSTS)

If the Client postpones all or part of the Services with less than 30 working days notice, **MUTU** reserves the right to charge a fee in amounting as describe at contract or agreement.

26. TAX

All fees and expenses quoted are exclusive of all taxes including but not limited to value added or sales tax, which will be charged at the current rate of the Country in which the Services are supplied.

27. INVOICES

MUTU may issue interim monthly and/or a final invoice to the Client for the Services Fee, for actual or projected man days (on or off site), reports, certification and certificate fees, as well as actual and/or estimated expenses and costs as appropriate, together with the licence fee for the use of the **MUTU's** logo (in accordance with the terms and restrictions stated by them from time to time), at **MUTU's** then applicable rates.

28. PAYMENT

Payments are due within 30 days of the date of invoice and in any event no later than 30 days prior to the commencement date of the contracted activity/activities. The payment shall be made in full, without set off or deduction.

In the event that any payment is not made when due, **MUTU** reserves the right to charge interest (at the statutory rate on commercial debts then applicable) from the due date until payment in full, and/or suspend the provision of all services and/or terminate the contract, without prejudice to **MUTU's** other rights and remedies.

Please note that the Certificate(s) cannot be released until full/partial payment has been received as stipulated in the agreement by MUTU.

29. TERMINATION

Either party may terminate the Contract:

BY NOTICE

Either party may give three months written notice to the other and the contract shall terminate upon expiry of said three-month period.

BY DEFAULT

Immediately upon either party being notified by the other of any material breach of this Agreement if the

same has not been remedied within 14 days from the date of receipt of said notification.

If either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof.

If either party ceases to trade, whether in whole or in part.

In the event of the Contract being terminated whether by notice, default or otherwise the **MUTU** Certificate of Approval issued pursuant hereto shall forthwith become invalid and the Client shall cease to be entitled to use the same and shall return to **MUTU** all documentation issued pursuant or relevant thereto or bearing an indication of such Certification of Approval including the **MUTU's** logo.

30. LIABILITY

MUTU accepts liability for the Client's direct loss and damage and loss of or damage to the tangible property of the Client caused directly by the breach of the Contract and/or negligence of **MUTU**. The values that will be given for breach of contract and/or omissions of **MUTU** to the client guaranteed by the **MUTU** in the form of deposits and insurance.

Except in respect of death or personal injury caused by negligence of **MUTU** (in respect of which liability shall be unlimited), **MUTU** shall not be liable to the Client, by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit, contracts or goodwill, loss or corruption of data or any indirect, special or consequential loss or damage (whether for loss of contracts, goodwill, profit or otherwise), costs or expenses, or other claims for compensation whatsoever (whether caused by the negligence of **MUTU**, its employees or agents or otherwise and whether **MUTU** had been advised of the possibility of the Client incurring or suffering the same) which arise out of or in connection with the supply or non supply of goods or services or otherwise in connection with the performance or non-performance of the Contract by **MUTU** for the Client.

The Client shall indemnify **MUTU** and keep **MUTU** fully and effectively indemnified on demand against

any loss of or damage to any property or injury to or death of any person caused by any negligence, act or omission or misrepresentation of the Client, its employees, agents or sub-contractors

31. INDEMNITY

The Client shall fully and effectually indemnify **MUTU** against all costs, expenses, claims, actions, demands and liabilities arising from:

- a. The Services save to the extent only that **MUTU** accepts liability under the immediately preceding clause (Liability); and
- b. The use or misuse by the Client of any certificate, licence, logo, mark of conformity provided by **MUTU** in accordance with the Contract; and
- c. Any breach of the Contract by the Client;
- d. Illness, injury or death to the Client, its subcontractors or suppliers, together with any of their employees, agents or directors ("Client Group"), other than where due to the negligence of **MUTU**; and
- e. Damage to or loss of property or equipment owned, leased or used by the Client Group (except to the extent that **MUTU** has liability under the immediately preceding clause (Liability)).

The Client hereby acknowledges that any such breach, default, non-compliance or non-observance by it of its duties and obligations owed under the Contract or otherwise may result in **MUTU** being in breach, default, non-compliance or non-observance of its duties, liabilities and obligations owed to third parties such that **MUTU** will be liable in damages or otherwise will sustain loss, costs or expense. Any such damages, loss, cost and expense are hereby agreed to be within the contemplation of the parties as being the probable results of any such breach, default, non-compliance or non-observance by the Client of its duties and obligations owed.

32. FORCE MAJEURE

MUTU shall not be liable in any respect should it be prevented from discharging its obligations under the Contract as a result of any matter beyond its reasonable control ("force majeure") and the time for

performance shall be extended by the period of force majeure.

33. CONFIDENTIALITY

Except as may be required by law or required by an accreditation body, **MUTU** and the Client will treat 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 Contract, provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is required to be disclosed by law. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

34. LAW

This contract shall be governed in accordance with Malaysian Law and the parties submit to the exclusive jurisdiction of the Malaysian Courts.

35. WARRANTY

MUTU warrants that they will provide the services with reasonable care and skill.

Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, are hereby excluded to the fullest extent permitted by law.

36. ENTIRE AGREEMENT

This contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter. No addition to or modification of any provision of this contract shall be binding upon the parties unless made in writing, signed by a duly authorised representative of each of the parties. This provision shall not apply in the case of fraud.

37. ASSIGNMENT

Party shall assign this contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

38. INVALIDITY AND SEVERABILITY

If any court or administrative body of competent jurisdiction shall find any provision of the Contract to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of the Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

39. HEADINGS

Headings to clauses are for ease of reference only and shall not affect the interpretation or construction of the Contract.

40. NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Contract or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered by hand or by airmail or fax or e-mail.

41. CODE OF CONDUCT

Second party business is founded upon Second party reputation. Second party clients, their clients and a wider group of stakeholders all rely upon Second party to be independent, impartial and ethical.

Acting in a professional manner is essential to the success of our business. All employees, sub-contractors, subsidiaries, associated companies and authorized representatives have a responsibility to ensure that they promote good working practices, behave in accordance with the highest professional standards, and abide by this Code of Conduct.

42. ANTI-BRIBERY

MUTU recognizes that it has a legal responsibility to prevent and discourage bribery because its clients and other parties rely on its honesty and impartiality as a Certification Body. This policy therefore explains in detail what **MUTU** expects from office employees, auditors, subcontractors and other stakeholder.

A legal definition of bribery is “an offer or receipt of any gift, loan, fee, reward or other advantage to or from any person as an inducement to do something that is dishonest, illegal or a breach of trust, in the conduct of the business”.

The following behaviour is unacceptable:

- a. Accepting any inducement (financial or other reward) which results in a personal gain or advantage to the receiver or any person or body associated with them
- b. Requesting an inducement (financial or other reward) from any person in return for providing some favour
- c. Offering any inducement (financial or other reward) to any person in return for providing some favour
- d. Business Gifts which influence certification decision