



德永(香港)有限公司

Takwin (Hong Kong) Ltd.

Unit 8, 16/F, Grandtech Centre, 8 On Ping Street, Shatin, Hong Kong

Tel : (852) 2687 6122 Website : www.takwin.com.hk

Fax : (852) 2690 0122 e-mail : takwinhk@ymail.com

GENERAL TERMS AND CONDITIONS FOR CERTIFICATION SERVICES

1. Takwin (Hong Kong) Limited (hereinafter refer as “**Takwin**”) offers certification services (“**Services**”) covering audit and certification against an appropriate recognized specification or part there of to any person, firm, company, association, trust or government agency or authority that apply for services (“**Client**”). The quotation is an offer by Takwin to provide services as specified in quotation to the Client. A binding contract will be formed between Takwin and the Client when the Client has countersigned the quotation thereby agreeing to accept all the terms and conditions of the quotation and these general terms and conditions for certification services.
2. It is hereby expressly agreed and declared that the quotation sets out the full bargain between Takwin and the Client and that all and any representations whether expressed or implied and whether made verbally or in writing by either party to the order prior to the date hereof are hereby expressly waived.
3. The terms and conditions specified in the quotation will be the terms and conditions under which Takwin performs its Services for the Client. No amendment or variation to these terms and conditions shall be valid unless agreed in writing between both Takwin and the Client.
4. **Client Responsibility** : The Client shall co-operate with Takwin in all matters relating to the Services. The Client shall provide, or cause its suppliers to provide, in a timely manner, access to facilities, equipment, documents, records, information and personnel as required by Takwin to perform the Services. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform Takwin of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises.
5. **Client Responsibility** : All employees of Takwin are fully covered by Employee Compensation Insurance for performing duties at a height not exceeding 30 (thirty) feet above ground or floor level. For work exceeding 30 (thirty) feet above ground or floor level, the Client must advise Takwin prior to the start of such work in order that additional insurance coverage can be arranged. Unless otherwise noted in the quotation, any extra insurance premium will be reimbursed by the Client.
6. **Client Responsibility** : The Client shall fulfill the Takwin certification requirements, including implementing appropriate changes when communicated by Takwin. The Client shall obtain and maintain all necessary certificates (e.g. ISO9001 for product certification), licenses and consents and comply with all relevant provisions of the certification programs, standards, rules, regulations and legislations in relation to the Services. The client shall ensure the certified product shall continue fulfill the relevant Product Certification Schemes.



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7. **Client Responsibility** : The Client shall ensure that all documents, information and material made available to Takwin under the quotation do not and will not infringe, or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret, license or other intellectual property rights or proprietary rights.
8. **Client Responsibility** : The Client shall take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
9. **Client Responsibility** : The Client shall maintain records of all complaints made known to it relating to compliance with certification requirements, together with the actions taken with respect to such complaints and any deficiencies found in products. These records shall be made available to the audit team for assessment at subsequent visits.
10. **Client Responsibility** : The Client shall promptly inform Takwin about any proposed changes to their quality management system / product certification scheme or any other changes which may affect conformance to the standard requirements of certification. For example, changes relating to
 - (a) legal, commercial, ownership or organizational status,
 - (b) organization and management, e.g. management representative, key managerial, decision making or technical staff,
 - (c) contact address and major sites (including closure of the manufacturing Plant),
 - (d) scope of operations under the certified management system,
 - (e) modification to the product or manufacturing process under the product certification scheme,
 - (f) major changes to the quality management system.
11. **Takwin Liability** : Audit report / certificate is given only in relation to the written instructions, documents, information and samples provided to Takwin by the Client during the performance of the Services. Takwin cannot be held liable for any error, omission or inaccuracy in the certificate / report to the extent that Takwin has been given erroneous or incomplete information by the Client.
12. **Takwin Liability** : Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the quotation, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, specifications, certificate of acceptance or conformity, and which are divulged to Takwin, shall be considered to be for information only, without either extending or restricting Takwin's scope of Services or obligations under the quotation.



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13. **Takwin Liability** : To the extent that Takwin renders Services, the Client agrees that Takwin does not owe any specific success but only such Services. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by Takwin. Takwin shall not warrant the quality outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the reports provided under the quotation. Client shall make claims regarding certification only in respect of the scope for which certification has been granted.
14. **Takwin Liability** : If Takwin's performance of its obligation under the quotation is prevented or delayed by any act, omission, default or negligence of the Client and/or its agents, subcontractors, consultants, employees, Takwin shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
15. **Takwin Liability** : The Client confirms and agrees that Takwin is only able to provide the Services at the fees set out in the quotation on the basis that Takwin is under no liability whatsoever. The Client agrees that Takwin is under no liability to the Client whatsoever for any indirect incidental or consequential damages, loss, whether by the Client or a third party making a claim on the Client in respect of any interruptions, delays, inaccuracies, errors, omissions or failure at any time in respect of the Services. The Client undertakes to indemnify Takwin in respect of any such claim by a third party through and/or against the Client. The terms of this clause shall survive any termination of the quotation and shall continue in full force and effect.
16. **Takwin Liability** : The client has the right to complain about the certification service; appeal about the certification decision or withdrawal of certification; or disputes about the auditor judgement. Upon receiving complaint/appeal/dispute, Takwin would investigate on the complaint/appeal/dispute and the investigation results would be notified by written to the client within three weeks.
17. **Subcontracting** : Takwin shall outsource certification activities only to bodies that meet the applicable requirements under the relevant standards or/and certification schemes. In the event of any subcontracting of Takwin operations, the Client agrees that this clause serves as written notification of this intent.
18. **Confidentiality** : Each of the parties shall be responsible for ensuring that all persons to whom confidential information is disclosed under the quotation shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.



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19. **Confidentiality** : Confidential information shall not be disclosed to a third party without the consent of client, except where the law requires such information to be so disclosed.
20. **Confidentiality** : Each of the parties shall not disclose or use for any purpose which is out of the scope of Services any of the confidential information or knowledge without the prior written consent of the party that disclosed the confidential information
21. **HKAS/HKCAS Assessment** : The Client confirms and agrees that HKAS/HKCAS may examine all Takwin's records relevant to the scope of accreditation which may contain confidential information of Client in order to assess Takwin's competence and conformity with the relevant accreditation criteria.
22. **HKAS/HKCAS Assessment** : The Client agrees and accepts that HKAS/HKCAS assessment team may, at its discretion, carry out an observation during Takwin is performing certification audit, and Takwin shall have enforceable arrangements with Client who is holding a HKCAS accredited certificate for HKAS/HKCAS assessment team to witness Takwin's audit team performing audit, including access to the Client's premises for doing audit. The presence of the assessment team during the certification audit will not affect the outcome of the audit.
23. **Use of Certificate** : The Certificate / Reports issued by Takwin are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of Takwin. If the client is required to provide copies of the certification documents such as audit report, certificate to other party, the documents shall be reproduced on their entirety or as specified in the certification requirements.
24. **Use of Mark** : The use of Mark is regulated by Takwin through a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. The Client shall not use its product certification in such a manner as to bring Takwin into disrepute and shall not make any statement regarding its product certification that Takwin may consider misleading or unauthorized. Takwin will audit the use of the certification mark and/ or associated logo by the Client at subsequent surveillance visits.
25. **Documentation** : The Client confirms and agrees that all properties in certificates, reports, drawings, plans provided by Takwin under the Services do not pass to the Client unless and until Takwin receives full and final payment of all the Services performed under the quotation and the Client shall forthwith return all certificates, reports, drawings, plans rendered to the Client upon demand by Takwin.



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26. **Documentation** : On completion, expiry or termination of the quotation for any reason and at the direction of the contract party, the other party shall return or destroy the party's confidential information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit Takwin from maintaining copies of certificate / reports / records and analysis in accordance with its record retention policies and documents retention policies as may be required by law or HKAS/HKCAS.

27. **Jurisdiction** : The quotation shall be interpreted and construed in accordance with the laws of Hong Kong Special Administrative Region, and the parties hereby agrees to submit to the jurisdiction of the Courts of the Hong Kong Special Administrative Region provided that nothing shall prevent either party from seeking redress in any other jurisdiction if it shall so think fit.

28. **Other Documents** : Client shall read this "General Terms and Conditions" together with "Certification Guide", "Use of Certification Mark Guide, and "Procedures for Handling Complaints, Appeals and Disputes". All updated documents can be downloaded from website www.takwin.com.hk/download.

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