



TERMS AND CONDITIONS (Version 4.0, 26 June 2023)

1. Definitions

- 1.1 In these Terms of Service, these words have specific meaning:
- 1.1.1 Transafe/we/our – the company with whom you have signed the Proposal.
 - 1.1.2 Transafe Logos – means any trade mark, auditing mark, design or device owned or controlled by Transafe which you may be permitted to use under a limited license provided by Transafe.
 - 1.1.3 the Proposal / Quotation / Contract- means the document describing the Services and containing these Terms of Service, provided to you by Transafe, which you have signed.
 - 1.1.4 the Services – means the auditing services described in the Proposal / Quotation / Contract to be provided by Transafe to you pursuant to the Proposal / Quotation / Contract.
 - 1.1.5 you / your / client – means the party who has signed the Proposal and who is buying the Services from Transafe.

2. Code of Business Ethics

- 2.1 Transafe employees are prohibited from giving or receiving money or gifts which could be construed as bribes or entering into arrangements that are construed as corrupt practices.
- 2.2 Transafe has and will maintain in place throughout the term of the Contract policies and procedures to ensure compliance with its Code of Business Ethics, and will enforce them where appropriate.

3. Clients Obligations

- 3.1 The client shall submit all information and documents required for auditing service as per the relevant standard in advance.
- 3.2 The client shall, with reasonable diligence, co-operate with Transafe in its provision of the audits by providing access to its premises, personnel and documentation required for the proper conduct of the audits. You shall obtain necessary consents to facilitate the appointed auditors entry into its premises and to accommodate, where applicable, the presence of observers.
- 3.3 You shall also ensure a safe and secure working condition on site during the performance of the audit. You shall inform Transafe and the appointed auditors of the requirements to comply with any health, safety and security regulations applicable to its premises.
- 3.4 You shall appoint one or several audit representative(s) who shall support our audit team in performing the contractually agreed services and act as client's contact person.
- 3.5 The client shall comply to any changes to auditing requirement which Transafe has made and notified. (eg. Changes in Regulations, ACOP, SAC requirement, etc).
- 3.6 The client shall promptly provide required actions on any findings issued during the audit within required timeframe. Following the issue of the audit report, you shall be obliged, throughout the term of the contract, to communicate all changes which significantly affect the management system. These changes include, but are not limited to:
- The legal, commercial, organizational status or ownership;
 - Organization and management, e.g. key managerial, decision making or technical staff;
 - Audit address(es) and site(s);
 - Scope of operations
 - Major changes to the management system and processes
- 3.7 The client shall be obliged to record all complaints from third parties regarding the safety system. All complaints addressed to the client regarding the conformity of a process with the requirements of the auditing standards must be resolved with appropriate measures. Such measures and actions are to be documented and demonstrated upon request to Transafe or the audit team during the audit.
- 3.8 The client shall immediately report to Transafe in the event of any fatal accidents, serious injuries, occupational diseases, product recall, public health and safety issues or environmental pollution issues, or any incident that may affect the public, violation of rules and regulations, or any potential legal or disciplinary action or lawsuit by a regulatory authority.
- 3.9 The audited client shall not use Transafe's audit report or testimony or Transafe's mark in communication media such as Internet, brochures or advertising, or other documents.
- 3.10 The audited clients shall not make any misleading statement regarding the audit.
- 3.11 The audited clients shall not use or permit the use of an audit report or testimony or any part thereof in a misleading manner.
- 3.12 As part of the assessment, SAC may contact the auditing organisation's client to verify the quality and details of the audit conducted.

4. Provisions relating to Assessments and Site Visits

This Part is relevant for all Services that may include assessments and site visits.

4.1 Qualification and Selection of Assessors

- 4.1.1 Transafe warrants that all assessments will be performed by appropriately qualified and trained assessors exercising the skill, care and diligence as may be reasonably expected of a reputable provider of similar services. In its sole and absolute discretion, Transafe will select the appropriate auditor to perform the assessments. Transafe may change the auditor any time. In the event of a change in auditor by Transafe, no additional fees will be charged to you.



- 4.1.2 You may request Transafe to change the auditor with at least 10 days written notice prior to the commencement of an assessment, provided that you agree to pay any additional fees or expenses incurred by Transafe in providing an alternative auditor. If no appropriate auditor is available, Transafe may in its sole and absolute discretion refuse your request.

4.2 Arrangement of Assessment Visits to your Sites

- 4.2.1 Transafe will arrange visits to your site or sites as expressly described on the Proposal/ Quotation/ Contract, or, if later, as may be expressly agreed with you in writing. Unless Transafe determines that an unannounced visit is necessary, Transafe will inform you of the assessment visits within a reasonable time in advance of the visits.
- 4.2.2 If the timetable for visits is determined by the relevant standard, you and Transafe each agree to comply with that timetable. If the frequency of visits is not fixed by the relevant standard or scheme, Transafe will arrange them at its reasonable discretion.
- 4.2.3 In each case, you will provide Transafe and its auditors all reasonable access to all and any areas of the site, data and records, and any materials and equipment as the auditor deems reasonably necessary in order to allow the auditor to undertake the assessment.
- 4.2.4 When there is a change of date of site visit, either party may change the date of a visit. In order to do this:
- 4.2.5 if you change the date of the visit: you must do so by giving not fewer than 10 days advance written notice to Transafe. If you fail to give the required written notice, you will be liable to pay the full fee for the originally booked visit. You may not delay the date of a visit if to do so would have the effect of invalidating your auditing;
- 4.2.6 if Transafe changes the date of the visit: Transafe may do this at any time up to 24 hours prior to the booked date of the visit, and Transafe will contact you to agree a revised date.
- 4.2.7 In certain circumstances (such as non-compliance with the relevant standard) it may be necessary for Transafe to make additional visits. You will be liable for the fee for any additional visits at Transafe's standard assessment day rate applicable at the time of the additional visit.

5. Unannounced and Observed Visits/Witnessed Assessment

- 5.1 Transafe will comply with any standard or scheme that requires unannounced visits. You will permit access to the relevant site on the arrival of an auditor as well as to all relevant information that may reasonably be required by the assessor.
- 5.2 Transafe auditors may be accompanied by a third-party observer from time to time, who is to witness an assessment. Transafe will inform you, as well as provide you with the identity of the observer, within a reasonable time prior to the visit.
- 5.3 A third party observer will only accompany the Transafe auditor if the third-party observer is subject to confidentiality obligations at least to the same level as those to which Transafe is bound. The fee for the visit will not be increased due to the visit being observed.
- 5.4 In the event that the audited client does not allow Accreditation Body (SAC) to witness the audit, the client will not be provided with a SAC accredited report. SAC will reserve the rights to inform all its accredited auditing organizations of the client. If the client wishes to seek auditing services from another auditing organization, SAC will also reserve the rights to inform the newly appointed auditing organization that it wishes to witness the audit.
- 5.5 Throughout the assessment process, the client shall provide reasonable facilities e.g. accommodation, cooperation, and access to documentation, inspection methods, test / calibration standards, personnel, inspection site, calibration and testing areas for Transafe auditor and SAC staff. The client shall also assist in the investigation and resolution of any accreditation-related complaints about Transafe.

6. Auditors Health and Safety

- 6.1 When an auditor attends your premises, you are responsible for ensuring that adequate information is given on the hazards and risks to which the auditor may be exposed. You will provide the auditor with an appropriate level of supervision as well as all necessary personal protective equipment. You will immediately notify Transafe of any event, accident or incident on your premises which could pose a risk to an assessor.
- 6.2 If, while on your premises, the auditor has reason to believe that you are not complying with the relevant health and safety rules, or that the assessor's safety is at risk in any way, then the auditor may abort the visit. Transafe will report to you the reasons for the termination of the visit. In such an event, Transafe will not be in breach of the Contract and you will be required to pay in full for the Services. Transafe will not attend the affected premises again until it is satisfied that the issues so reported have been resolved.

7. Auditors Entry Requirements

- 7.1 You must, at the time of arranging a visit, notify Transafe of the health and safety rules and any other reasonable security requirements applicable to visitors to the premises. Transafe will observe, or will use reasonable endeavours to procure the observance of, as far as it is reasonably able, all such health and safety rules and any other reasonable security requirements that you notify to Transafe, and notify to the auditor arrival at the site. If, by observing these rules and other requirements, Transafe is prevented from providing the Services, Transafe will not be in breach of the Contract and you will be required to pay in full for the Services. If the Proposal requires a visit to a third party's premises, you undertake, warrant and represent that you have a relationship with the third party that permits Transafe to attend the premises of the third party for the purposes of the Contract.

8. Audit Reports

- 8.1 Transafe will at all times remain the owner of the audit report.
- 8.2 If you disclose a report to any third party, it must not be amended, abridged, or presented in any form other than that prepared by Transafe at the time of its creation. If you do disclose the report, you agree to indemnify and hold harmless Transafe against all



cost or losses suffered or incurred by Transafe due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs including all reasonable legal fees), expenses, fines or penalties or actions against Transafe arising out of or relating to a third party's reliance on the auditing report, whether disclosed to that third party with the prior written consent of Transafe or not.

9. Corrective Action

- 9.1 When there is a major nonconformity, client will be given reasonable time to take corrective action before the issuance of audit report.
- 9.2 The audited client is responsible to take corrective action for the nonconformity observed during the audit within the stipulated time as agreed during the closing meeting.

10. Confidentiality

- 10.1 As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or information as to the business of the other party provided, however, the Confidential Information shall not include any information which:
 - 10.1.1 is or hereafter becomes generally known to the public;
 - 10.1.2 was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party;
 - 10.1.3 is disclosed to a party by an independent third party with a right to make such disclosure.
- 10.2 Unless required by law or by a judicial, governmental, regulatory body or accreditation body of Transafe, neither party nor their agents and/or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

11. Proposal and Quotation

- 11.1 A Proposal / Quotation / Contract will be submitted to clients and clients are required to confirm their acceptance of the Proposal / Quotation / Contract for audit before work begins. Once work has started, the client is deemed to have accepted the Proposal / Quotation / Contract for audit or quotation and is committed to paying for the amount quoted and any expenses incurred.

12. Cancellation Policy and Charge

- 12.1 Transafe reserves the right to charge one man-day fee if a client cancels or postpones an audit less than 10 working days from the start date of the cancelled audit.
- 12.2 In all cases, any non-refundable travel or subsistence costs that have been expended will be recovered from the client.
- 12.3 An invoice for the cancellation charge will be sent to client and Transafe reserves the right to withhold any new issuance, maintenance or renewal of auditing until the payment of the aforementioned invoice is settled.
- 12.4 If the audit is cancelled by Transafe, in these cases, Transafe will be responsible for its own costs associated with the cancelled or rescheduled audit. Transafe accepts no liability for any costs incurred by the client in relation to any audit cancelled or rescheduled by Transafe.

13. Payment Notification

- 13.1 Payment notification will be sent to the client in advance of the scheduled audit. This is to assist the client to facilitate the preparation and payment prior to the audit date.

14. Invoicing

- 14.1 Invoices are raised in an electronic format and sent via email in the local currency or the agreed currency, and are due and payable in full.
- 14.2 All fees quoted are subject to local taxation laws. Any and all applicable tax and/or all other transaction charges relating to the payment remain the responsibility of the client.

15. Payment Terms

- 15.1 Payment is normally required before any work is undertaken, and unless otherwise indicated on the invoice, the payment term is 30 days. Transafe reserve the right to withdraw credit, (for example in cases of bad credit or payment history) in cases where payment is required in advance of any work being undertaken.
- 15.2 For overseas clients, payment must be made before any work is undertaken. Audit fee must be paid before audit report is issued.
- 15.3 Transafe is committed to resolving any invoice queries as soon as possible. Any query over an invoice must be raised in writing to Transafe within 30 days of the date of the invoice. If no query is so raised within the aforementioned period, the fee will be due and payable immediately without any right of further explanation, amendment or dispute.
- 15.4 Transafe reserves the right to charge interest for late payment at a rate of 1.5% per month, calculated from the date of the invoice and inclusive of any costs of recovery, which will be payable with any outstanding amount due. Transafe also reserves the right to stop work and terminate the auditing on financial grounds if payment of any fees billed is delayed.

16. Payment Methods

- 16.1 Transafe accepts payment by cheque or bank transfers.



17. Applicable Law

- 17.1 Unless otherwise stated, our agreement is governed by, and construed in accordance with Singapore law. The Courts of Singapore will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our agreements. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or claim that those courts do not have jurisdiction.
- 17.2 If any provision in this General Terms and Conditions for Auditing or any associated proposal, auditing agreement, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

18. Termination

- 18.1 The Services may be terminated by 30 days' written notice by either party.
- 18.2 The Services may also be terminated immediately by Transafe without notice to the client in the following scenarios:
- 18.2.1 the client's gross and wilful actions have placed Transafe reputation or ability as an auditing organization at risk;
 - 18.2.2 the client has failed to meet its financial obligations to Transafe;
 - 18.2.3 the client has breached a term of the Contract; or
 - 18.2.4 the client has failed to carry out actions required by Transafe in the requisite timescales as notified in writing by the relevant Transafe.
- 18.3 Upon termination of the Services, the client will have no claim for or right to compensation for loss of the client rights, goodwill or any similar loss in relation to the termination of the Services and the client hereby agrees to waive any such rights as it may have.

19. Limitation of Transafe's Liability

- 19.1 Notwithstanding any other provision of this Contract, neither party's liability under or in connection with this Contract shall be excluded or limited to the extent that such exclusion or limitation is not otherwise permitted by law.
- 19.2 Subject to this, Transafe will not be liable to you for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and the total liability of Transafe to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed an amount equal to the annual fees payable by you under the Contract in relation to the Services giving rise to the liability. This limitation of Transafe's liability will survive termination of the Contract.

20. Other associated documents and requirements

- 20.1 Please refer to the Transafe website or the details of the following information:
- 20.1.1 Auditing process as follow:
 - Enquiry by Client
 - Client to fill up Audit Application Form
 - Application will be reviewed by Transafe
 - Quotation will be sent to Client
 - Upon confirmation of quotation, Audit will be scheduled and Audit Plan will be provided to client
 - Commencement of audit on site
 - Issuance of Audit Report
 - 20.1.2 Use of Transafe/SAC mark
 - Refer to Clause 3.9 – 3.11
 - 20.1.3 Complaints process as follow:
 - Client can log a complaint by email to admin@transafe.com.sg and provide name, company name, designation and contact details.
 - Transafe will validate and conduct investigation upon receive the information.
 - Outcome of investigation will be notified to Client and Corrective Action will be taken if necessary