



TERMS AND CONDITIONS OF ACCREDITATION

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1. DEFINITIONS

- 1.1 The headings to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of these Terms and Conditions (as defined in clause 1.2.54 below) nor any clause hereof.
- 1.2 Unless inconsistent with the context, the words and phrases set forth below shall bear the following meanings:
- 1.2.1 “**Accredited Body**” shall mean a Conformity Assessment Body (CAB) that has been accredited by SANAS or by a member of the recognition arrangements of the ILAC, IAF and AFRAC;
- 1.2.2 “**Accreditation**” shall mean third-party attestation related to a CAB conveying formal demonstration of its competence to carry out specific conformity assessment tasks;
- 1.2.3 “**Accreditation Body**” shall mean an authoritative body that performs Accreditation;
- 1.2.4 “**Accreditation Certificate**” shall mean a formal document or a set of documents, stating that Accreditation has been granted for a defined scope;
- 1.2.5 “**Accreditation Cycle**” shall mean the period of validity of the Accreditation Certificate, commencing on or after the date of the decision for granting the initial Accreditation or decision after re-assessment, and ending on the date on which Accreditation ceases to be effective for whatever reason, including, expiration or Withdrawal;
- 1.2.6 “**Accreditation Process**” shall mean activities from application through to granting and maintenance of accreditation as defined by the accreditation scheme;
- 1.2.7 “**Accreditation Requirements**” shall mean any and all requirements relating to Accreditation, including those specified in any accreditation standard, guide, regulation and/or any AFRAC/IAF/ILAC mandatory document which applies to a CAB, the Act and any policies, procedures and requirements of SANAS which applies to a CAB.
- 1.2.8 “**Accreditation Scheme**” shall mean the rules and processes relating to the accreditation of CAB’s to which the same requirements apply. Accreditation scheme requirements include, but are not limited to, ISO/IEC 17020, ISO/IEC 17021, ISO/IEC 17025, ISO/IEC 17024, ISO/IEC 17034, ISO/IEC 17043, ISO/IEC 17065 and ISO 15189

- 1.2.9 “**Accreditation Symbol**” shall mean a symbol issued by SANAS to be used by accredited conformity assessment bodies to indicate they are accredited;
- 1.2.10 “**Act**” shall mean the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006;
- 1.2.11 “**Adverse Decision**” shall mean any accreditation decision made by SANAS that impedes the attainment of Accreditation, including a refusal to accept an Application, a refusal to proceed with an Assessment, , changes in the Accreditation scope or a decision to deny, suspend or withdraw Accreditation Status;
- 1.2.12 “**AFRAC**” shall mean African Accreditation Cooperation
- 1.2.13 “**Applicant**” shall mean any juristic person who has submitted an Application to SANAS in terms of clause 5.1 below;
- 1.2.14 “**Application**” shall mean an application made in terms of the Application Form for Accreditation and shall include a Re-Application;
- 1.2.15 “**Application Form**” shall mean the form prescribed by SANAS for use by a CAB for the purpose of making Applications, including all the required supporting documentation as specified in the application form, which is available at www.sanas.co.za;
- 1.2.16 “**Assessment**” shall mean a process undertaken by SANAS to determine the competence of a CAB, based on standard(s) and/or other narrative documents and for a defined scope of accreditation;
- 1.2.17 “**Assessment Personnel**” shall mean an appropriately qualified person(s) assigned by SANAS to perform, alone or as part of an Assessment team, an Assessment of a CAB;
- 1.2.18 “**Assessment Process**” shall mean the activities from Application through to Granting and Maintenance of Accreditation as defined by the Accreditation Scheme
- 1.2.19 “**Business Day**” shall mean any day other than a Saturday, Sunday or an official/public holiday in South Africa;
- 1.2.20 “**CAB**” shall mean a conformity assessment body, which is a body that performs Conformity Assessment activities and that can be the object of Accreditation;
- 1.2.21 “**Certification Body**” shall mean an organisation that certifies organisations in respect of the compliance of their management systems, schemes or products with recognised specifications or standards;

- 1.2.22 “**Client**” shall mean the recipient of services from an Accredited CAB;
- 1.2.23 “**Combined Mark**” shall mean, the Accreditation Symbol used in combination with the ILAC MRA and/or IAF MLA marks;
- 1.2.24 “**Confidential Information**” shall mean all information obtained or created through the Accreditation process;
- 1.2.25 “**Conformity Assessment**” shall mean the demonstration that specified requirements relating to a product, process, system, person or body are fulfilled;
- 1.2.26 “**Consult**” shall mean to participate in any of the activities of a conformity assessment body subject to accreditation, such as:
- 1.2.26.1 preparing or producing manuals or procedures for a conformity assessment body;
 - 1.2.26.2 participating in the operation or management of a conformity assessment body; and
 - 1.2.26.3 giving specific advice or specific training towards the development and implementation of the management system, operational procedures and/or competence of a conformity assessment body;
- 1.2.27 “**Expert**” shall mean a person assigned by SANAS, working under the responsibility of an assessor, who provides specific knowledge or expertise with respect to the scope of Accreditation to be Assessed and does not assess independently;
- 1.2.28 “**Extraordinary Assessment**” shall mean an unscheduled or unannounced Assessment conducted over and above a scheduled Assessment to follow up on the investigation and resolution of a complaint against a CAB or to follow up on significant changes in relation to a CAB which may have an effect on the CAB’s Accreditation Status;
- 1.2.29 “**Extraordinary Circumstance or Event**” shall mean an event described in clause 24 below;
- 1.2.30 “**Fees**” shall mean any fees charged by SANAS for its services as stipulated in its current Fees Document, which document shall be binding on the Parties;
- 1.2.31 “**Fees Document**” shall mean the document which specifies the fees payable in respect of the services provided by SANAS known as “P14 SANAS Fees”, which is available at www.sanas.co.za;
- 1.2.32 “**IAF**” shall mean International Accreditation Forum;

- 1.2.33 “**ILAC**” shall mean International Laboratory Accreditation Co-operation
- 1.2.34 “**Initial Assessment**” shall mean the first full Assessment of the CAB;
- 1.2.35 “**Inspection Bodies**” shall mean an organisation that performs examination of a product design, product, service, process or plant, and determination of their conformity with specific requirements or, on the basis of professional judgment, general requirements;
- 1.2.36 “**ISO**” shall mean International Organisation for Standardisation;
- 1.2.37 “**Loss**” shall mean, without limitation, all claims, losses, damages, costs, charges, liabilities, penalties, interest, fines and expenses (including legal and other professional charges and expenses on an attorney and own client scale, and VAT thereon);
- 1.2.38 “**MLA**” shall mean Multilateral Arrangement;
- 1.2.39 “**MRA**” shall mean Mutual Recognition Arrangement;
- 1.2.40 “**NR**” shall mean a nominated representative who is an authorised representative of a CAB responsible for all matters relating to Accreditation and/or compliance and for maintaining the link and all communication between the CAB and SANAS.;
- 1.2.41 “**On-site Assessment**” shall mean an Assessment conducted at the Premises of the CAB;
- 1.2.42 “**Parties**” shall mean SANAS and the CAB;
- 1.2.43 “**Pre-Assessment**” shall mean a visit undertaken by SANAS to the Premises to determine the Applicant’s capacity and state of readiness for an Initial Assessment.
- 1.2.44 “**Premises**” shall mean the location(s) where the CAB conducts its business, which may include the location(s) where the CAB’s Clients conduct their business;
- 1.2.45 “**Re-Application**” shall mean any Application made for the renewal of Accreditation;
- 1.2.46 “**Records**” shall mean all information, documents, data, results, certificates, reports and evidence associated with the performance of the Accreditation Process of a CAB and/or activities of SANAS, including but not necessarily limited to records of certified facilities maintained by a certification body;
- 1.2.47 “**Reducing Accreditation**” shall mean cancelling part of the Scope of Accreditation;

- 1.2.48 “**Relevant Authority**” shall mean any authority exercising jurisdiction or authority over a CAB and shall include a Scheme Owner;
- 1.2.49 “**SANAS**” shall mean the South African National Accreditation Systems, a public body established in terms of section 3 of the Act;
- 1.2.50 “**Scope of Accreditation**” shall mean specific conformity assessment activities for which Accreditation is sought or has been granted;
- 1.2.51 “**Scheme Owner**” shall mean regulators or sector-specific scheme owners who have the authority, accountability and legal mandate to appoint or approve CABs to perform work on their behalf;
- 1.2.52 “**Surveillance Assessment**” shall mean an Assessment of an Accredited CAB carried out by SANAS at certain intervals during an Accreditation Cycle, at a time agreed upon by the Parties to assess a representative sample of the CAB’s activities at the relevant locations;
- 1.2.53 “**Suspension**” shall mean putting temporary restrictions in place for all or part of the scope of Accreditation and “**suspended**” shall have the corresponding meaning;
- 1.2.54 “**Terms and Conditions**” shall mean these Terms and Conditions including SANAS’ and applicable ILAC/IAF/AFRAC mandatory documents governing the Accreditation Process, and as amended from time to time which are available at www.sanas.co.za, www.ilac.org, www.iaf.nu, www.intr-frac.com, as relevant;
- 1.2.55 “**Withdrawal**” shall mean the cancellation of Accreditation for the full scope, and “**Withdraw**” when used in reference to “**Accreditation**” shall have the corresponding meaning.
- 1.3 Any reference in these Terms and Conditions to:
- 1.3.1 a “**clause**” shall, subject to any contrary indication, be construed as a reference to a clause hereof;
- 1.3.2 “**law**” shall be construed as any law (including common or customary law), or statute, constitution, decree, judgment, treaty, regulation, directive, bye-law, order or any other legislative measure of any government, local government, statutory or regulatory body or court;
- 1.3.3 an “**annexure**” shall, subject to any contrary indication, be construed as a reference to a schedule or annexure hereof;
- 1.3.4 “**tax**” shall be construed so as to include any tax, levy, impost or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or delay in paying any of the same);

- 1.3.5 a “**person**” shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing provided that where “**person**” is used in reference to Accreditation, that term shall exclude a natural person.
- 1.4 Unless inconsistent with the context or save where the contrary is expressly indicated:
- 1.4.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause 1, effect shall be given to it as if it were a substantive provision of these Terms and Conditions;
- 1.4.2 when any number of days is prescribed in these Terms and Conditions, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 1.4.3 in the event that the day for payment of any amount due in terms of these Terms and Conditions should fall on a day which is not a Business Day, the relevant day for payment shall be the subsequent Business Day;
- 1.4.4 in the event that the day for performance of any obligation to be performed in terms of these Terms and Conditions should fall on a day which is not a Business Day, the relevant day for performance shall be the subsequent Business Day;
- 1.4.5 any reference in these Terms and Conditions to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;
- 1.4.6 any reference in these Terms and Conditions to these Terms and Conditions or any other agreement or document shall be construed as a reference to these Terms and Conditions or, as the case may be, such other agreement or document as same may have been, or may from time to time be, amended, varied novated or supplemented;
- 1.4.7 no provision of these Terms and Conditions constitutes a stipulation for the benefit of any person who is not a party to these Terms and Conditions;
- 1.4.8 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s; and
- 1.4.9 a reference to a Party includes that Party's successors-in-title and permitted assigns.
- 1.5 Unless inconsistent with the context, an expression which denotes:

- 1.5.1 any one gender includes the other genders;
- 1.5.2 the singular includes the plural and *vice versa*.
- 1.6 The schedules or annexures to these Terms and Conditions form an integral part hereof and words and expressions defined in these Terms and Conditions shall bear, unless the context otherwise requires, the same meaning in such schedules or annexures. To the extent that there is any conflict between the schedules or annexures to these Terms and Conditions and the provisions of these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.
- 1.7 Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause 1.
- 1.8 The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.9 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2. PURPOSE, SCOPE AND APPLICATION

- 2.1 In terms of section 2 of the Act, SANAS is recognised as the only national body responsible for carrying out Accreditation.
- 2.2 In terms of section 22(2) of the Act, SANAS must evaluate all Applications in accordance with the procedures and criteria determined by the board of SANAS.
- 2.3 SANAS has, pursuant to section 22(3) of the Act, formulated these Terms and Conditions as the basis upon which it shall conduct the Accreditation Process and all Applications shall be governed by these Terms and Conditions.
- 2.4 These Terms and Conditions shall become binding with effect from the date on which an Application Form is signed by the CAB, and shall replace and supersede all previous agreements (oral or written) entered into between the Parties and shall remain binding throughout the duration of the Accreditation.
- 2.5 Upon signature of the Application Form, the CAB shall be deemed to understand and shall be obliged to adhere to these Terms and Conditions.

3. ACCREDITATION

3.1 SANAS' Obligations

- 3.1.1 SANAS shall ensure the impartiality of its Accreditation activities and shall not allow commercial, financial or other pressures to compromise impartiality.
- 3.1.2 SANAS shall endeavour to apply the Accreditation Requirements consistently and to avail suitable Assessment Personnel with the required knowledge and skills for performing the assessment.
- 3.1.3 SANAS shall give due notice of any changes to its requirements for accreditation and consider the views expressed by interested parties before deciding on the precise form and effective date of the changes.
- 3.1.4 SANAS shall only consider objections by a CAB to any member of the Assessment Personnel if there is a conflict of interest in respect of such member, in SANAS' sole and absolute opinion and the CAB shall provide SANAS with clear and valid reasons for the objection in writing within 7 (seven) working days of receipt of the notification of Assessment.
- 3.1.5 SANAS shall be entitled to use Assessment Personnel from other Accreditation Bodies that are members of the AFRAC MRA, ILAC MRA and/or IAF MLA if a CAB has satisfactorily proven that a conflict of interest exists with a member of the Assessment Personnel, in SANAS's sole and absolute opinion, and no other local Assessment Personnel is available to carry out the Assessment. Such Assessment Personnel shall be used in the same manner as Experts and shall be accompanied during the Assessments by a SANAS qualified Assessment Personnel. The CAB shall be liable for the full costs of travel, subsistence and accommodation of the Assessment Personnel.
- 3.1.6 SANAS shall publish all its series R (Requirements) documents and any other document as required for public comment for a minimum period of 30 days and where required, allow a period for implementation of the new or revised requirements.

3.2 CAB's Obligations

- 3.2.1 By submitting a signed Declaration with the Application Form in terms of Clause 5.1 below, the CAB consents to the Accreditation Process:
- 3.2.1.1 to fulfil continually the requirements for Accreditation for the scope for which Accreditation is sought or granted and shall provide evidence of fulfilment.
- 3.2.1.2 to adapt to any changes in the requirements for Accreditation as communicated by SANAS;

3.2.1.3 to officially appoint a NR, who shall be responsible for maintaining the link and all communication between the Parties. The CAB shall ensure that the NR is familiar with all the Accreditation Requirements and ensures that all such requirements are complied with by the CAB. The CAB shall also ensure that the NR ensures that the CAB acts in a manner that does not compromise the integrity of the Accreditation and/or of SANAS and that the CAB complies with the provisions of SANAS R03 “Nominated Representative and Signatories: Responsibilities, Qualifications and Approval” which is available at www.sanas.co.za.

3.2.2 The CAB shall remain responsible for evaluating its own system to ensure on-going compliance and to identify non-conformances, shortcomings or inadequacies with Accreditation Requirements. Should SANAS fail to identify, in respect of the CAB, any non-conformances, shortcomings or inadequacies in relation to Accreditation Requirements, such failure shall not be interpreted as a representation by SANAS that such non-conformances, shortcomings or inadequacies do not exist.

3.2.3 The CAB shall commit to follow SANAS’ policy for the use of the Accreditation Symbol, in terms of Clause 10;

4. FEES

4.1 The CAB agrees to pay all Fees as determined by SANAS within the prescribed time frames and in the currency specified.

4.2 The CAB shall not be entitled to a refund for any Fees paid by it to SANAS during the course of the Accreditation Process.

4.3 The CAB shall make full and final payment of all Fees payable prior to the commencement of the Accreditation Process. SANAS may, under exceptional circumstances and in its sole and absolute discretion, waive this requirement.

5. APPLICATION

5.1 Any CAB seeking Accreditation must apply to SANAS by:

5.1.1 The NR completing the Application Form in the manner prescribed in the Application Form; and

- 5.1.2 submitting the Application Form and any additional information and/or documents required in terms of the Application Form to SANAS.
- 5.1.3 Providing general information concerning the CAB such as addresses of all its physical location(s) where key activities are performed and, information on activities conducted at all these locations including virtual site(s);
- 5.2 Where an Application lodged with SANAS in terms of clause 5.1 above does not comply with the requirements of clause 5.1 above, in SANAS' sole and absolute discretion, SANAS shall not accept the Application and SANAS shall inform the CAB thereof by written notice, specifying the respect(s) in which the Application does not comply with the provision of clause 3.2.
- 5.3 SANAS shall, in respect of all Applications, initiate the Accreditation Process upon receipt of a signed Application Form and Fees subject to the provisions of clause 5.2 above.
- 5.4 In conducting the Accreditation Process, SANAS shall:
 - 5.4.1 as required in terms of section 22 of the Act, review the Application and all the information supplied as stipulated in the Application Form to determine the suitability of the Application;
 - 5.4.2 within 4 weeks of a CAB having submitted the Application Form and paid the Fees, advise the CAB of the outcome of the evaluation of the documentation submitted with the Application Form in writing;
 - 5.4.3 Procure and appoint such Experts and/or Assessment Personnel as it shall deem fit;
 - 5.4.4 subject to clause 6.1, in its discretion, initiate an Assessment;
 - 5.4.5 do all such things as it shall deem necessary, in its sole and absolute discretion, to perform the Accreditation Process in a manner consistent with the letter and spirit of the Act.
- 5.5 SANAS shall decline all Applications in respect of which the following circumstances are applicable:
 - 5.5.1.1 the CAB has breached any provisions of these Terms and Conditions; or
 - 5.5.1.2 the CAB has committed an act of insolvency as defined in the Insolvency Act, 1936 (as amended) or an act defined in terms of Section 81 of the Companies Act, 2008 (as amended); or
 - 5.5.1.3 the CAB is unable or ceases for any reason whatsoever to conduct its normal line of business in the ordinary and regular manner; or

- 5.5.1.4 any assets of the CAB are attached under writ of execution and the CAB fails within 14 (fourteen) days of such attachment to take the necessary steps to have such attachment set aside and thereafter pursue such steps with due diligence; or
 - 5.5.1.5 the CAB utilises the Accreditation Symbol and/or the Combined Mark in contravention of clause 10; or
 - 5.5.1.6 the CAB sells, transfers or otherwise disposes of, in any one transaction or a series of related transactions, a material portion of its undertaking or changes its asset structure, except in the normal course of business and as a result of the disposal the CAB would in the reasonable opinion of SANAS be unable to perform or observe its obligations in terms of these Terms and Conditions or no longer complies with the Accreditation Requirements; or
 - 5.5.1.7 the CAB has been convicted of a criminal offence prior to or during the period of the Accreditation Process or the CAB has previously breached any of the Accreditation Requirements and/or regulatory requirements; or
 - 5.5.1.8 the members of the CAB effectively resolve to voluntarily liquidate the CAB; or
 - 5.5.1.9 the CAB becomes subject to business rescue proceedings; or
 - 5.5.1.10 if there is evidence of fraudulent behaviour, if the CAB intentionally provides false information or if the CAB conceals information; or
 - 5.5.1.11 any representation, covenant, warranty or statement made by the CAB to SANAS is breached or is untrue, misleading or incorrect or if the CAB has failed to disclose any fact or defect which, in the opinion of SANAS, is material.
- 5.6 The Accreditation Process shall be conducted in accordance with the Accreditation Requirements.
- 5.7 Should the CAB not undergo an Initial Assessment within a period of 12 (twelve) months of lodging the Application due to factors attributable to the CAB, the Application shall lapse. Where, in the opinion of SANAS, more time is required due to exceptional circumstances, in the sole discretion of SANAS, SANAS shall extend the 12 (twelve) month period referred to herein with such additional period as SANAS shall determine.
- 5.8 In the event that an Initial Assessment has been successful, SANAS shall issue the CAB with an Accreditation Certificate and a Scope of Accreditation.
- 5.9 In the event that SANAS has made an Adverse Decision, SANAS shall:
- 5.9.1 provide the reasons for the Adverse Decision to the CAB in writing and specify the respect(s) in which the Application did not meet the Accreditation Requirements; and

5.9.2 specify any corrective action required in order for the CAB to meet the Accreditation Requirements.

5.10 Accreditation shall be subject to such conditions and restrictions as SANAS shall, in its sole and absolute discretion, deem appropriate.

6. ASSESSMENT VISITS

6.1 Where required by a Relevant Authority and subject to the agreement of the CAB, prior to Accreditation, a CAB shall be subject to a mandatory Pre-Assessment.

6.2 SANAS shall conduct an Initial Assessment at the Premises, in accordance with the Accreditation Requirements. SANAS shall appoint competent and independent person(s) to advise SANAS on Accreditation decisions, in accordance with the Accreditation Requirements.

6.3 Assessments shall include all such aspects as the Assessment Personnel shall deem appropriate, at their sole and absolute discretion.

6.4 SANAS shall, at its sole and absolute discretion, conduct any additional Assessment, including Surveillance Assessments and/or Extraordinary Assessments, at any time during the Accreditation Cycle, as it shall deem appropriate and/or necessary in its sole and absolute discretion provided that SANAS shall, at its discretion, be entitled to decrease the assessment intervals according to which it carries out Surveillance Assessments, depending on the risk to either SANAS or the Accredited Body.

6.5 An Assessment shall take the form and shall be for the duration determined by SANAS at its sole and absolute discretion.

6.6 During periods of Extraordinary Circumstances or Events, SANAS shall, at its own discretion develop such methods of Assessment as it shall deem appropriate including alternate short-term methods of Assessment. Where appropriate, in SANAS' determination, these methods shall be developed in consultation with the CAB.

6.7 All Assessments shall be carried out in accordance with the Accreditation Requirements from time to time applicable to Assessments.

7. ACCESS AND COOPERATION

7.1 The CAB undertakes:

7.1.1 To cooperate as is necessary to enable SANAS to verify fulfilment of requirements for Accreditation;

7.1.2 to provide SANAS and/or the Assessment Personnel access to the CAB's personnel, locations, equipment, information, documents and Records as necessary to verify fulfilment of requirements for Accreditation;

- 7.1.3 to arrange the witnessing of conformity assessment activities when requested by SANAS;
- 7.1.4 to have, where applicable, legally enforceable arrangements with their clients that commit the clients to provide, on request, access to SANAS Assessment Personnel to assess the CAB's performance when carrying out conformity assessment activities at the client's site;
- 7.1.5 to keep all Records as required by the relevant Accreditation Standard and in any event at least for the duration of the current Accreditation Cycle plus the previous full accreditation cycle, or as required by law;
- 7.1.6 to refrain from misrepresenting its Accreditation, and to take appropriate steps to correct any inaccurate statement made in respect of its Accreditation;
- 7.1.7 to assist in the investigation and resolution of any accreditation-related complaints about the CAB referred to it by SANAS;
- 7.1.8 in the case of Certification Bodies, to clearly stipulate in all agreements entered into with its clients and in guidance documents issued to its clients that any certificate or report issued by it does not in any way imply that any product, process, service, management system or person has been approved by SANAS;
- 7.1.9 to inform SANAS in advance, without delay and in writing of any changes relevant to its Accreditation which may affect the CAB's compliance with these Terms and Conditions and all relevant Accreditation Requirements, or which may potentially affect the CAB's capability or scope of Accreditation, including but not limited to changes concerning:
- 7.1.9.1 location(s) of the CAB or contact details;
 - 7.1.9.2 its legal, commercial, ownership or organisational status; the organisation, top management and key personnel, including but not limited to NRs, authorised signatories, quality assurance personnel, study directors, all in respect of SANAS;
 - 7.1.9.3 the scope of Accreditation;
 - 7.1.9.4 resources, including equipment, facilities, working environment or financial position;
 - 7.1.9.5 capability to adequately service its scope of Accreditation, due to, for example, acts of nature, industrial action;

- 7.1.9.6 any matters that can affect the ability to comply with the Accreditation Requirements; or
 - 7.1.9.7 major changes to policies or procedures that may affect the Accreditation.
 - 7.1.10 to the extent permitted by law, to immediately notify SANAS in writing of the details of any actions taken by any Relevant Authority against the CAB which relate to the scope of its Accreditation; and
- to ensure, as far as reasonably possible, that the employees of SANAS or the Assessment Personnel are advised of the health and safety precautions applicable to the CAB and/or the Premises and are provided with personal protective equipment in compliance with the applicable legal requirements whilst visiting the Premises.

8. TERMINATION OF ASSESSMENT

- 8.1 SANAS shall be entitled to forthwith terminate any Assessment in accordance with the Accreditation Requirements in the event of:
 - 8.1.1 the health and/or safety of the Assessment Personnel being under threat or potentially under threat (for example, in the event of industrial action or accident, dangerous processes and any form of aggression);
 - 8.1.2 lack of co-operation by the CAB and /or deliberate tactics resulting in difficulty in access to information or Premises of the CAB;
 - 8.1.3 intimidating and/or obstructing Assessment Personnel from performing an Assessment;
 - 8.1.4 if there is evidence of fraudulent behaviour, if the CAB intentionally provides false information or if the CAB conceals information;
 - 8.1.5 non-availability of key personnel of the CAB;
 - 8.1.6 unforeseen personal circumstances or trauma experienced by a member of the Assessment Personnel or key personnel of the CAB immediately before or during the Assessment;
 - 8.1.7 the CAB being found guilty of contravening legislation which impacts on its Accreditation; and/or
 - 8.1.8 the CAB requesting termination of the scheduled Assessment in writing. The CB shall not request termination of an unscheduled or unannounced assessment.

9. DURATION OF ACCREDITATION

- 9.1 The Accreditation Certificate, subject to these Terms and Conditions, shall be valid until:
- 9.1.1 the expiration thereof as indicated on the relevant certificate; or
 - 9.1.2 Withdrawal.

10. THE ACCREDITATION CERTIFICATE, SYMBOL AND COMBINED MARK

- 10.1 An Accreditation Certificate shall be issued by SANAS once Accreditation has been granted, and shall be subject to the following conditions:
- 10.1.1 the CAB is not in breach of these Terms and Conditions;
 - 10.1.2 the CAB has satisfied and continues to fully satisfy all the Accreditation Requirements after being Assessed in accordance with the applicable standards, Accreditation Requirements, procedures and mandatory AFRAC, ILAC and/or IAF requirements; and
 - 10.1.3 the CAB has demonstrated its competence in the scope for which Accreditation was sought and where Accreditation has been granted.
- 10.2 The CAB shall be entitled to use the Accreditation Symbol to confirm its Accreditation Status, and shall commit to follow the requirements set out in the document titled "R04 Conditions for the use of Accreditation Symbols, Reference to Accreditation and Combined Marks" which is available at www.sanas.co.za.
- 10.3 The CAB shall not use the Accreditation Symbol nor claim Accreditation before being formally granted Accreditation status in writing in terms of clause 2.5 above.
- 10.4 The CAB shall be entitled to use the Combined Mark only with the prior written approval from SANAS.
- 10.5 The CAB shall not use the Accreditation Symbol, Combined Mark, Accreditation Certificate or make any statement relevant to its Accreditation Status in a misleading manner or to use its Accreditation in such a manner as to bring SANAS or Accreditation into disrepute. The CAB hereby acknowledges that it is aware that any misuse of any Symbol shall constitute a statutory offence as set out in section 24 of the Accreditation Act.
- 10.6 The CAB shall ensure that all claims of Accreditation made only with respect to the scope for which Accreditation has been granted. 10.7 No claims to a CAB's Accreditation Status shall be made (either explicitly or by implication) by a CAB without a statement of the full details of the Accreditation as given in the Scope of Accreditation.

- 10.8 The Certificate of Accreditation shall remain the property of SANAS and shall be returned on request from SANAS and/or within 5 (five) Business Days after Withdrawal.

11. POST ACCREDITATION SERVICES

- 11.1 SANAS shall provide the CAB with information and guidelines on maintaining compliance with amendments, additions and alterations to the relevant standard(s) and/or Accreditation Requirements to ensure the CAB maintains its Accreditation Status.
- 11.2 SANAS shall determine the frequency of assessing the CAB's continued compliance to the Accreditation Requirements, as applicable and relevant, throughout the Accreditation Cycle in accordance with the Accreditation Requirements .
- 11.3 SANAS may Suspend, Reduce or Withdraw the CAB's Accreditation, , impose a moratorium on the issue of the Accreditation Certificate if the CAB fails to comply with these Terms and Conditions. SANAS shall implement the above in accordance with the provisions of R51 "Suspensions, Reductions, Withdrawals and Re-instatement of Accredited/GLP Compliant Organisations" which is available on www.sanas.co.za.
- 11.4 The CAB shall maintain their Accreditation by adhering to Accreditation Requirements and keeping abreast of all Accreditation related developments.

12. RENEWAL OF ACCREDITATION

- 12.1 The provisions of clause 5 shall apply *mutatis mutandis* to a Re-Application provided that the Re-Application shall:
- 12.1.1 be made at least 6 (six) months and, in the case of Inspection Bodies, at least 9 (nine) months prior to the date of expiration of the then in effect Accreditation Certificate; and
- 12.1.2 also be subject to consideration by SANAS of any unresolved complaints against the CAB, any breach of Accreditation Requirements by the CAB, any misuse of the Accreditation Symbol or Combined Mark by the CAB and any competency concerns which arose during the Accreditation Cycle.

13. APPEALS

- 13.1 A CAB shall be entitled to appeal against any Adverse accreditation Decision.
- 13.2 Any appeal against an Adverse Decision shall be submitted in accordance with the requirements and process specified in the document known as "P12-Handling of Complaints and Appeals" which is available at www.sanas.co.za.
- 13.3 An appeal lodged in terms of this clause 6 shall not have the effect of setting aside the Adverse Decision made by SANAS in terms of clause 5.9 and that decision shall remain

effective until the date upon which SANAS has advised the CAB of its decision relating to the CAB's appeal in terms of this clause 13.

14. SUSPENSION, REDUCTION AND WITHDRAWAL OF ACCREDITATION

- 14.1 SANAS shall, in its sole and absolute discretion, immediately suspend the CAB's Accreditation, or part thereof, in accordance with R51 "Suspensions, Reductions, Withdrawals and Re-Instatement of Accredited/GLP Compliant Organisations" which is available on www.sanas.co.za in the event that the CAB:
- 14.1.1 fails to continuously produce accurate and reliable results in a consistent manner;
 - 14.1.2 fails to continuously provide reasonable assurance that its infrastructure can and shall continue to produce accurate and reliable results;
 - 14.1.3 fails to comply with the Accreditation Requirements or to abide by the rules for accreditation;
 - 14.1.4 fails to address any non-conformances within the timeframes prescribed by SANAS;
 - 14.1.5 fails to provide evidence that non-conformances were adequately addressed and corrective action implemented;
 - 14.1.6 fails to pay relevant Fees or pay such Fees within the prescribed timeframes;
 - 14.1.7 fails to notify SANAS of any planned changes which may affect the CAB's compliance with these Terms and Conditions and the relevant Accreditation Requirements, or which may potentially affect the CAB's capability or scope of Accreditation, or fails to notify SANAS of such changes within the timeframes prescribed by SANAS;
 - 14.1.8 fails to promptly address any complaint against the CAB brought to the attention of SANAS by a third party;
 - 14.1.9 fails to comply with the requirements for transition to a standard by the end of the transition period;
 - 14.1.10 provides certification/Accreditation services to any Accreditation standard; and/or
 - 14.1.11 Consults with regard to implementing systems and then certifies that system as complying with the relevant standard.
- 14.2 These Terms and Conditions shall remain in force during the period of suspension in terms of this clause 14.

- 14.3 Where a suspension has been imposed by SANAS in terms hereof, the CAB shall take appropriate corrective action prior to the expiry of the period of suspension and failure to do so shall entitle SANAS to withdraw or reduce the CAB's Accreditation in its discretion, , as applicable.
- 14.4 SANAS reserves the right to immediately Withdraw or Reduce the CAB's Accreditation Status in accordance with R51 "Suspensions, Reduction, Withdrawals and Re-Instatement of Accredited/GLP Compliant Organisations" which is available at www.sanas.co.za in the event of :
- 14.4.1 failure by the CAB to obtain an extension of the suspension period from SANAS provided that the CAB shall request such extension from SANAS, in writing, no later than two (2) weeks prior to the expiry of the suspension period in terms hereof and shall provide a valid reason, in SANAS' sole and absolute discretion, for the request for extension;
 - 14.4.2 failure of a CAB to adequately correct the issues which resulted in suspension of Accreditation during the suspension period;
 - 14.4.3 there being evidence of fraudulent behaviour by the CAB, or the CAB intentionally provides false information, or the CAB deliberately violates accreditation rules;
 - 14.4.4 the breach by the CAB of clause 10 or this clause 14; and/or
 - 14.4.5 any circumstances set out in clause 5.5. arising.
- 14.5 Upon Suspension or Withdrawal of Accreditation, the CAB shall withdraw and discontinue its use of all material which contains any reference to its Accreditation. In the case of Withdrawal of Accreditation, the CAB shall return any certificates of accreditation to SANAS immediately.
- 14.6 Upon Reduction of Accreditation, the CAB shall withdraw and discontinue its use of all material which contains any reference to the Accreditation of its reduced scope.
- 14.7 An Accredited Body that has had their Accreditation, or part thereof, suspended may be required to undergo an Assessment, the extent of which shall be at the sole discretion of SANAS, prior to re-instatement of the Accreditation. Any such Assessment shall be for the CAB's account. All corrective actions shall be cleared to SANAS' satisfaction prior to the re-instatement of the Accreditation status.
- 14.8 An Accredited CAB that has had their Accreditation Withdrawn or Reduced shall be required to Re-apply for Accreditation should they wish to have their Accreditation Status re-instated. All related costs shall be for the CAB's account.

15. TERMINATION OF TERMS AND CONDITIONS

- 15.1 These Terms and Conditions shall remain in effect for the duration of the Accreditation. Upon Withdrawal of Accreditation and subsequent termination of these Terms and Conditions:

- 15.1.1 Clauses 10, 14, 16, 19 to 21 shall survive such termination; and
- 15.1.2 All Fees accrued and owing to SANAS by the CAB until the date of termination shall become immediately due and payable.
- 15.2 The Withdrawal of Accreditation shall render the Accreditation Certificate issued in favour of the CAB invalid.
- 15.3 The CAB shall upon termination of these Terms and Conditions immediately return the Accreditation Certificate issued in favour of the CAB to SANAS.
- 15.4 If operating as a Certification Body, the CAB shall within 5 (five) Business Days of termination, provide SANAS with the following information:
 - 15.4.1 the total number of current certificates issued in the market;
 - 15.4.2 the last expiry date of the certificates issued;
 - 15.4.3 how the CAB intends to maintain those certificates in the market;
 - 15.4.4 the steps taken to inform its clients in advance, and its proposal regarding the continuous implementation of the CAB's management system with regards to current certificates that have not been Withdrawn; and
 - 15.4.5 arrangements to meet the internationally agreed requirements of IAF and ISO for the certificates issued.
- 15.5 These Terms and Conditions shall automatically terminate:
 - 15.5.1 upon the expiration of the Accreditation Certificate;
 - 15.5.2 when either Party Withdraws Accreditation; or
 - 15.5.3 when the CAB ceases to operate as a going concern.

16. CONFIDENTIALITY AND IMPARTIALITY

- 16.1 Any person who is or was involved in the performance of any function in terms of the Accreditation Process or any of SANAS's activities, shall not disclose any information obtained or created in the performance of such a function except:
 - 16.1.1 to the Minister of Trade and Industry ("**Minister**");
 - 16.1.2 to any person who of necessity requires it for the performance of his/her functions in terms of the Accreditation Process;

- 16.1.3 if he or she is a person who of necessity supplies such information in the performance of his or her functions in terms of the Accreditation Process;
 - 16.1.4 if such is required in terms of any law or as evidence in any court of law;
 - 16.1.5 to any competent authority which requires it for the CAB, or an investigation with a view to the CAB, of any criminal prosecution; or
 - 16.1.6 by or on authority of the Minister, the chairperson of the board or the chief executive officer of SANAS.
- 16.2 When SANAS is required by law or authorised by contractual arrangements to release confidential information, SANAS shall notify the CAB in advance of the information to be released, unless prohibited by law.
- 16.3 Parties, employees of SANAS and Assessment Personnel shall protect the confidentiality of information disclosed to them by SANAS.
- 16.4 Information about a CAB obtained from sources other than the CAB (e.g. complainant, regulators) shall be kept confidential between the CAB and SANAS. The provider (source) of this information shall be kept confidential to SANAS and not shared with the CAB, unless agreed by the source.
- 16.5 SANAS shall reserve the right to make public the name, contact information and Accreditation Status of the CAB, including the Scope of Accreditation granted, reduced or withdrawn.
- 16.6 SANAS shall require the CAB to maintain impartiality, independence and integrity, in particular the CAB shall:
- 16.6.1 not allow any person or entity to influence its working process contrary to accepted procedures; and
 - 16.6.2 not engage in any activity that compromises the integrity of its independence of judgement in relation to its Accreditation Status.

17. TRANSFER OF ACCREDITATION

- 17.1 SANAS shall retain the sole responsibility for the granting, maintaining, extending, Reducing, Suspending, Withdrawing or transferring of Accreditation, and shall not delegate this responsibility to a third party.
- 17.2 Where required, SANAS may sub-contract an Assessment to another Accreditation Body which operates under the AFRAC MRA, ILAC MRA or IAF MLA in accordance with its cross-frontier policy and subject to the consent of the CAB, provided that the evaluation of the Assessment and all subsequent decisions shall remain with SANAS.

- 17.3 SANAS shall not transfer Accreditation from one CAB to another or from a CAB to a non-Accredited Body.

18. CESSION

- 18.1 The CAB shall not cede, assign or in any way transfer its Accreditation to another party and such status shall not extend to the franchisee or franchisor of the CAB.

19. LIABILITY OF SANAS

- 19.1 The CAB acknowledges that, in terms of section 29(1) of the Act, the State Liability Act 20 of 1957 applies to SANAS.
- 19.2 SANAS may do all that is necessary or expedient to perform its functions, including insuring itself against any liability it may incur in the performance of its duties in terms hereof.
- 19.3 The CAB acknowledges that in terms of section 29(2) of the Act, SANAS, its employees or any Assessment Personnel shall not be liable for anything done or omitted in good faith whilst performing the Accreditation Process.

20. INDEMNITY

- 20.1 SANAS shall not be responsible for any Losses directly or indirectly suffered by the CAB, its clients or any third party arising from any event that may result from these Terms and Conditions.
- 20.2 On Withdrawal a Certification Body shall indemnify and hold harmless SANAS against all responsibilities and Losses associated with the transfer of their certified clients.
- 20.3 SANAS shall not perform any duties or services in respect of the CAB after the date of termination of these Terms and Conditions and the CAB hereby indemnifies SANAS accordingly.
- 20.4 The CAB hereby indemnifies SANAS against any and all Losses suffered by SANAS as a result of a breach by the CAB of these Terms and Conditions.
- 20.5 Nothing in this Agreement shall be construed as creating any fiduciary, employment, agency or partnership relationship between the Parties.

21. DISPUTE RESOLUTION

- 21.1 In the event of any dispute arising from these Terms and Conditions, the Parties shall make every effort to settle such dispute amicably.

- 21.2 If the dispute is not settled between the Parties amicably, such dispute shall be elevated to the senior management of the Parties or their duly designated representatives for mediation purposes.
- 21.3 Should the dispute, despite such mediation, remain unresolved for a period of 30 (thirty) days after being so referred:
- 21.3.1 if the provisions of section 42 of the Intergovernmental Relations Framework Act, 2005 (“**IRFA**”) applies to these Terms and Conditions, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which even the Parties will follow the procedure as outlined in section 42 of the IRFA; or
- 21.3.2 in any other event or in the event that the dispute is not settled despite the Parties following the procedure outlined in section 42 of the IRFA, the matter shall be determined in accordance with the remaining provisions of this clause 21.
- 21.4 Save in respect of those provisions of these Terms and Conditions which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with these Terms and Conditions will be finally resolved by arbitration as follows:
- 21.4.1 the arbitrator shall be a practising attorney or practising advocate of not less than 15 (fifteen) years standing. The Party calling the dispute (“**the Referring Party**”) shall nominate in writing, 3 (three) arbitrators of its choice to determine the dispute and shall furnish such nomination to the other parties. The other party shall, within 14 (fourteen) days after receipt of the nomination, nominate 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated in this clause 18. In the event that the other party fails to nominate or fail to agree on the arbitrator to be appointed as contemplated herein, the Referring Party shall, in its sole discretion, be entitled to appoint 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated herein;
- 21.4.2 the arbitration shall be held at the premises of SANAS in Pretoria;
- 21.4.3 the arbitration shall otherwise be held in accordance with the rules of the Arbitration Foundation of South Africa (“**AFSA**”), or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and the provisions of the Arbitration Act, 1965;
- 21.4.4 the arbitrator shall be entitled to:

- 21.4.4.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;
 - 21.4.4.2 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate; and
- 21.4.5 the arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (thirty) days after it has been so demanded.
- 21.5 This clause 20.4 will be severable from the rest of these Terms and Conditions so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry, or accepted repudiation, of these Terms and Conditions.
- 21.6 Neither Party shall be entitled to withhold performance of any of their obligations in terms of these Terms and Conditions pending the settlement of, or decision in, any dispute arising between the parties and each Party shall in such circumstances continue to comply with their obligations in terms of these Terms and Conditions.

22. ACCREDITATION SYMBOL

- 22.1 All the rights of intellectual property in and to the Accreditation Symbol, including all rights of copyright and trade mark, shall remain vested in SANAS.
- 22.2 The CAB shall use the Accreditation Symbol only in relation to the Scope of Accreditation granted.
- 22.3 The CAB shall not in any manner represent that it has any right or title in and to the Accreditation Symbol.
- 22.4 Under no circumstances shall the CAB, in any way whatsoever, use or apply for registration of the Accreditation Symbol or any part thereof, or any intellectual property which is identical to or confusingly similar to the Accreditation Symbol or which would conflict with the Accreditation Symbol.
- 22.5 The CAB agrees to provide such co-operation as SANAS shall request in the institution of any action, including its co-operation in compiling and presenting evidence and being names as a party to any legal proceedings. SANAS shall be solely responsible for the conduct of any action and all legal expenses and costs that may arise from the joining of the CAB as a party, except for such legal expenses and costs which the CAB may incur by taking separate legal advice.
- 22.6 The CAB shall not, without the prior written consent of SANAS, take any action of whatever nature based upon the Accreditation Symbol or any common law rights which the CAB is licensed to use or exercise pursuant to these Terms and Conditions.

- 22.7 The CAB acknowledges that the Accreditation Symbol is owned by SANAS.
- 22.8 The CAB acknowledges, and will not contest, the rights of SANAS to the Accreditation Symbol.
- 22.9 The CAB agrees that no part of the Accreditation Symbol will be used by the CAB as part of its name or in the name or part of any name of any entity, company, corporation, partnership or any other entity with which the CAB is associated, either directly or indirectly, and if it does so, the CAB agrees to procure that such entity's name is changed upon demand by SANAS.
- 22.10 The CAB shall immediately notify SANAS of any and all infringements or threatened infringements of the Accreditation Symbol which come to its attention or any attempts to challenge the CAB's rights to use any of the Accreditation Symbol in accordance with the provisions of these Terms and Conditions. The CAB agrees to provide such co-operation as SANAS may request in the institution and prosecution of any legal action, including without limitation its co-operation in compiling and presenting evidence and being named as a party to any legal proceedings. SANAS shall exercise control over the conduct of any action and shall pay all legal expenses and costs which may arise from the joining of the CAB as a party, save such legal expenses and costs which the CAB may incur by taking separate legal action.
- 22.11 The CAB will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair the Accreditation Symbol or any part of the exclusive right, title or interest of SANAS in and to the Accreditation Symbol. The CAB will not in any way represent that it has any rights of any nature in the Accreditation Symbol or in any registrations thereof other than as provided for in these Terms and Conditions.
- 22.12 When using the Accreditation Symbol, the CAB will cause same to be reproduced exactly and accurately.
- 22.13 If SANAS, at any time, in its sole discretion, determines that it is advisable for the CAB to discontinue the use of any part of the Accreditation Symbol, the CAB agrees to comply therewith at the sole cost of the CAB within a reasonable time after receiving notice thereof from SANAS.

23. GOVERNING LAW

- 23.1 The entire provisions of these Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa, notwithstanding the CAB's principal place of business, domicile or place of incorporation. Furthermore, the parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the North Gauteng High Court, Pretoria, in regard to all matters arising from these Terms and Conditions.

24. FORCE MAJEURE

- 24.1 In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of

labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called "Force Majeure") then the Party affected by such Force Majeure shall be relieved of its obligations hereunder during the period that such Force Majeure continues (excluding payment obligations for materials purchased) but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the Force Majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party invoking Force Majeure shall upon termination of such Force Majeure give prompt written notice thereof to the other Parties. Should Force Majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this Agreement.

25. GENERAL

- 25.1 No variation, amendment or consensual cancellation of these Terms and Conditions or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms and Conditions and no settlement of any disputes arising under these Terms and Conditions and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of these Terms and Conditions or of any agreement, bill of exchange or other document issued pursuant to or in terms of these Terms and Conditions shall be binding or have any force and effect unless reduced to writing and signed by SANAS. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating to strictly to the matter in respect whereof it was made or given.
- 25.2 No extension of time or waiver or relaxation of any of the provisions or terms of these Terms and Conditions or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms and Conditions, shall operate as an estoppel against a Party in respect of its rights under these Terms and Conditions.
- 25.3 It is agreed between SANAS, that notwithstanding the provisions of Section 12 of the Electronic Communications and Transactions Act, 2002, any amendment to these Terms and Conditions shall only be effective if it is reduced to writing on paper and signed by SANAS.
- 25.4 No failure by SANAS to enforce any provision of these Terms and Conditions shall constitute a waiver of such provision or affect in any way SANAS' right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 25.5 If any clause or term of these Terms and Conditions should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of these Terms and Conditions shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of these Terms and Conditions.
- 25.6 The CAB undertakes at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such

actions and the taking of all such steps as may be open to it and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of these Terms and Conditions.