

SCI PBU MANUFACTURER ACCREDITATION SCHEME

Terms and Conditions

1 Glossary

- 1.1 The following words and expressions have the following meanings, unless they are inconsistent with the context:

SCI – Singapore Concrete Institute

AGREEMENT - These Terms and Conditions, including the PBU Manufacturer Accreditation Scheme by SCI may be revised from time to time.

PBU – Prefabricated Bathroom Unit

PBU MAS – PBU Manufacturer Accreditation Scheme

PBU MANUFACTURER (OR SUPPLIER) – The “**Firm**”, also mean the “Company” or “Supplier” that undergoes annual accreditation audit under the SCI PBU Manufacturer Accreditation Scheme where the plant is accredited under the scheme.

PLANT – The plant can be located onsite or off-site in Singapore or overseas. The plant also mean “factory” or “onsite yard”.

CERTIFICATE – The Certificate of Accreditation for the PBU MAS.

ACCREDITATION AUDIT – The assessment carried out by SCI’s appointed qualified auditors to determine if the SCI PBU MAS criteria and requirements are met.

PART 1: DOCUMENTATION AUDIT – This part of the accreditation process consists of the assessment of the Quality Management System documentation as in the Firm’s Quality Plan.

PART 2: PLANT AUDIT – This part of the accreditation process consists of assessment of the plant capabilities and quality control processes during production.

BIP- Building Innovation Panel. It consists of technical departments from the various statutory bodies such as Building and Construction Authority (BCA), Land and Transport Authority (LTA), Public Utilities Board (PUB), National Environmental Agency (NEA), Singapore Civil Defense Force (SCDF), Housing and Development Board (HDB) and Jurong Town Corporation (JTC).

Words importing singular also include the plural and vice-versa where the context requires.

2 Agreement for PBU Manufacturer Accreditation Scheme (PBU MAS)

- 2.1 Subject to the terms and conditions hereinafter set out, the SCI accredited PBU manufacturer shall maintain continuous registration of plant accreditation with SCI.
- 2.2 Acceptance of the Certificate is to give recognition to the Firm who has met the accreditation criteria and requirements. With the Certificate of Accreditation, the Firm shall ensure quality assurance to the customers and clients.
- 2.3 The PBU manufacturer shall obtain an In-Principle Acceptance certificate(s) from the Building Innovation Panel (BIP) prior to the application for accreditation.
- 2.4 Depending on the manufacturer's readiness for accreditation audit, there are two (2) parts audits with split fee payments. For Part 1: Documentation Audit, the Firm shall be given a provisional certificate when its quality plan met the requirements in the criteria under "Quality Management System". The Firm may opt to pay for just the Part 1: Documentation Audit fee. For Part 2: Plant Audit, the Firm shall apply to SCI separately and pay the Part 2: Plant audit fee. The Firm shall notify in writing to SCI if the Part 2 : Plant Audit date has exceeded one year from the date of issue of provisional certificate. The use of the PBU MAS provisional certificate shall be governed similarly as in Sections 6 with an exception of Clause 6.4.
- 2.5 The PBU manufacturer shall plan for their accreditation audit in a timely manner, such that the full certification can be carried out or opt to be assessed in two parts as in above Clause 2.4.
- 2.6 The Firm that manufactures the PBU shell and its internal finishes at two (2) separate factories or plants shall be assessed separately for each factory or plant.

3 Accreditation Criteria

- 3.1 The factory or plant that is accredited shall belong to the Firm.
- 3.2 The accreditation criteria are as follows:
 - (1) Quality Management System
 - (2) Plant & Design Capabilities
 - (3) Human Resource
 - (4) Quality Control in Production
 - (5) Storage, Delivery and Maintenance
 - (6) Corrective and Preventive Actions
- 3.4 The Firm shall study the accreditation criteria and ensure that their plant(s) meet all the requirements of the accreditation criteria (as set out in the checklists in Annex 1 of the application form). The Firm shall carry out their internal assessment of their plant prior to the accreditation audit.
- 3.5 For two plants at separate locations for the prefabrication of the shell and finishes, the Firm shall arrange both plants for accreditation audits. Both plants shall meet the accreditation criteria for award of certificate to the Firm.

- 3.6 The Firm shall bear the cost of any re-audits by SCI's appointed auditors that is required to verify on the implementation of corrective and preventive actions or elimination of any major non-conformity to the requirements raised during the audit.

4 Limitation on Liability

- 4.1 All information and documents supplied by the Firm under the Scheme shall be kept confidential unless required by law to release confidential information to a Third Party. The Firm will be informed for such disclosure and when required, consent shall be obtained from the Firm in writing. SCI and their appointed auditors shall not be liable to the Firm for any damages or loss suffered by the Firm as a result of any breach of this provision other than due to the willful or negligent act of SCI and/or their representatives.
- 4.2 SCI and their appointed auditors shall not be liable to the Firm for any legal suits, expenses, loss or damages suffered by the Firm and caused by/or related to the Firm's participation in the PBU MAS or as a result of the accreditation audit of the Firm by SCI and/or their representatives.
- 4.3 The Firm agrees not to make any claim against SCI and their appointed auditors in the event that any claim or dispute arises between the Firm and a Third Party as a consequence of/or relating to/or in reliance of the Certificate of Accreditation.

5 Indemnity

- 5.1 The Firm agrees and shall indemnify SCI and/or their appointed auditors against all loss and expenses suffered by SCI and/or their appointed auditors including but not limited to all claims by any Third Parties against SCI and/or their appointed auditors arising from/or as a result of the PBU MAS.

6 Use of the Certificate of Accreditation

- 6.1 The accreditation entitles the Firm to use the Certificate and/or make reference to the PBU MAS:
- (a) The Certificate's specified plant shall only be used by the Firm and shall always be used in conjunction with the accreditation certificate number;
 - (b) The Certificate's specified plant shall only be used on letterheads, in advertisements and for other promotional purposes. It shall only be used in connection with the scope of registration as stated on the Certificate of Accreditation. The Firm shall identify the scope to which the Certificate applies when using the accreditation in context where the scope of the application is in doubt;
 - (c) The Certificate or any reference to the PBU MAS shall not be directly applied on the product and its packaging or be associated with the product in such a way as to imply that the product itself is certified by SCI.
 - (d) The Certificate or any reference to the PBU MAS shall not be applied on laboratory tests, calibration or inspection reports.

- 6.2 Any proposed advertising and promotional materials incorporating the SCI's certification shall be submitted to SCI for approval prior to use.
- 6.3 In the event that the Certificate is incorrectly or inaccurately used in any publication or promotional material, the Firm shall immediately withdraw the same and re-issue such publication or promotional material after review and approval by SCI.
- 6.4 The Firm shall discontinue immediately the use of the Certificate or make reference to the PBU MAS upon expiry, suspension or termination of the Certificate or/for whatsoever reason(s) as decided by SCI.
- 6.5 The Firm shall amend all advertising matter when the scope of accreditation has been reduced.
- 6.6 The Firm shall not use the Certificate in such a manner that would bring SCI and/or the scheme into disrepute and lose public trust.
- 6.7 The Certificate shall be for the particular factory or plant under the accreditation scope and the extent of coverage provided under the accreditation.

7 Change of Name/Status of Accredited PBU Manufacturer

- 7.1 The Firm shall notify SCI in writing within one (1) month of any changes in the following:-
 - (a) Name of accredited PBU manufacturer;
 - (b) Office address of the accredited PBU manufacturer;
 - (c) Factory/Plant address of the accredited PBU manufacturer
 - (d) Scope of Services/Work;
 - (e) Ownership/directors.

8 Suspension or Revocation of Accreditation Certificate and Stop Use of Certificate

- 8.1 SCI shall reserve the right to suspend or revoke the certificate of accreditation in the event of any of the following circumstances as follows:-
 - (a) The Firm has entered into liquidation or has a receiver of its business appointed, or has entered into any scheme of arrangement with its creditors;
 - (b) The management of the Firm has failed in any respect to comply with the laws of the countries of the respective parties;
 - (c) The Firm has not applied for annual renewal audit for their accreditation on/before expiry date of the Certificate. SCI at its discretion shall determine the amount and imposed an additional fee for late registration and/or late renewal application after the expiry date of the Certificate.
 - (d) The Firm has failed to comply with any or all of the terms and conditions of the PBU MAS herein/or the conditions for the use of the Certificate as prescribed by the SCI from time to time;

- (e) The conduct of the Firm affects or impinges upon the integrity of the SCI PBU Manufacturer Accreditation Scheme, including any occurrence which may raise questions on the integrity and/or performance of their management.

Whether the events as described under (a), (b), (c), (d) and/or (e) have occurred entitle SCI to exercise its rights under this clause, shall be at the sole discretion and determination of SCI.

- 8.2 SCI has the absolute discretion to decide if a warning letter should be issued to the Firm before the suspension or revocation of the Certificate of Accreditation and stop the use of the Certificate.
- 8.3 Upon written notice given by SCI of a suspension or revocation of the Certificate, the Firm shall within 14 working days of the date of the notice, immediately return the Certificate to SCI and stop the use of the Certificate.
- 8.4 SCI at its absolute discretion may (but shall not be obliged to) conduct additional audit pursuant to Clause 8.1(c) prior to any suspension or revocation of the award.
- 8.5 The duration of the suspension of the accredited firm shall be at the absolute discretion of the SCI.
- 8.6 A Firm who's Certificate has been revoked by SCI (in its absolute discretion), may re-apply for annual audit under the PBU Manufacturer Accreditation Scheme by SCI. Any such application shall be treated as a new application to the Scheme and the Firm shall satisfy Clause 3.1 to 3.3.

9 Complaints on Accredited PBU Manufacturer

- 9.1 Any complaints on the Firm shall be made in writing to the SCI and such complaints shall bear the name, designation, company and signature of the complainant.
- 9.2 Any written complaints shall include objective evidences and findings to support the complaints, where applicable.
- 9.3 All written complaints received will be duly acknowledged and the complainant will be informed of the outcome of an investigation.

10 Publicly Accessible Information

- 10.1 When awarding, suspending and/or withdrawing certificate from the PBU Manufacturer Accreditation, SCI shall make the following information publicly accessible as follows:-
 - a) Company name and address;
 - b) Plant address
 - c) Scope of Accreditation;
 - d) Accreditation criteria and requirements;
 - e) Changes as stated in Clause 7.

11 Appeal

- 11.1 A Firm who wants to appeal against any decision of SCI shall, within 14 working days after having been officially informed of such decision, give notice in writing to the SCI's Certification Committee, of its desire to appeal against that decision. The decision shall stand, pending investigations and evaluation directed by the SCI's Certification Committee whose decision shall be final.

12 Governing Law

- 12.1 This agreement shall be governed by and construed in accordance with the Laws of Republic of Singapore.

13 Force Majeure

- 13.1 No claims for damages against either the Firm or SCI shall arise out of any breach of this Agreement if such breach is caused by politics, wars, riots, and acts of public enemies, strikes or other public commotions, fire, flood, Act of God or other natural causes beyond the control of the Firm or SCI.

14 Exclusion of Operation of the Contracts (Rights of Third Parties) Act

- 14.1 For the purpose of Contracts (Rights of Third Parties) Act (Chapter 53B), this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provision.