

1. Intertek represents and warrants that any certificate or report issued in response to your Request for Product Registration/Licence is issued with due care, in accordance with the best industry practices and within the limits of the mandate received from the relevant government to operate the Conformity Assessment Programme.
2. The Client commits to fulfill the Registration/Licence requirements as required by the Registration/Licence process or as requested in writing by Intertek from time to time (including but not limited to Test Reports, Product Specification Sheet, Factory Inspection Report, Factory Audit Report, Photos of the Products, Product Identity Declaration, QMS Certificates, Supplier's Declaration of Conformity, VMT Certificates, etc.) including implementation of appropriate changes as and when advised by Intertek.

If the substantiating technical evidence is found to be incomplete, the Intertek Office reserves the right to request additional test data for evaluation or to conduct testing of the product(s) at any time during the validity of the Registration/Licence document. Such activities are at the Client's expense.

3. The Client acknowledges and agrees that Auditors and/or Observers from the Intertek Office may access the Client's premises in order to perform further assessment and verification on the continuous compliance of the Registered/Licensed products.
4. The Client will keep a record of all complaints made known to Intertek relating to compliance of the Registered/Licensed products and will assist Intertek in the investigation and resolution of any complaints made by third parties.
5. It is acknowledged that the Client will not use, nor refer to the Intertek name or logo on labels, product nameplates, brochures, advertising or sales promotion material which indicates or implies that a product is listed or approved by Intertek until written authorisation has been received by the Client for such use. The Registration/Licence certificate issued is only for the products evaluated and verified by Intertek and must not be used in communication media and any marketing documents to indicate otherwise.
6. Upon suspension, withdrawal, or termination of the Registration/Licence document, the Client shall discontinue the use of the Registration/Licence documents for the Certification of their products as well discontinue the use of all advertising matter that contains any reference thereto by taking appropriate action on their own or as required by Intertek.
7. The Client shall inform Intertek, without delay, of any changes in the Registered/Licensed products that may affect its conformity to the Registration/Licence requirements.
8. The Client understands that the Registered/Licensed product(s) will be subject to random programme specific consignment inspection/certification procedure and intermittent testing prior to its export.
9. The Client acknowledges that Approved Laboratories are acting as independent laboratories. In the event of conflict between the Client and an Approved Laboratory relating to the testing of the products, the dispute shall be resolved by the two parties, without involvement or responsibility on the part of the Intertek Office or Programme Management (PM).
10. In the event of conflict between the Client and any of the Intertek Offices relating to the inspection, evaluation, or Registration/Licence of the regulated products, the Client shall be entitled to submit a complaint to the Intertek Office. If no agreement can be reached, the dispute should be escalated to the Programme Management within two (2) weeks from the date of submittal of the complaint to the Intertek Office. Documents supporting the Client's point of view shall be attached to the appeal. Programme Management undertakes to investigate the complaint in accordance with Intertek's internal complaints procedure, and report its findings to the Client within one (1) month from the date of receipt.
11. The Client agrees that all products requested for Registration/Licence are not affected by any product recalls nor substandard or counterfeit, to the best of their knowledge. The Client declares under their own responsibility that the products requested for Registration/Licence to which this declaration of conformity relates, satisfy the requirements of the standards and other normative documents regulations applicable for this type of products for export.

The Client agrees to provide complete and accurate information required for the conformity verification of the products for its successful Registration/Licence.





12. In general, the Client acknowledges that all imported goods which are subject to specific programme requirements may be randomly selected for inspection and testing for safety, quality and trade compliance purposes at the Customs territory of the importing country. Intertek performs the evaluation of conformity based on a random sampling of their products and on testing of limited parameters through a risk assessment approach. The Client agrees to take responsibility and acknowledges that they are aware of the Customs legislative and regulatory requirements governing the import of their products and commit to comply with those requirements.