Revision	Change	Status (Draft/Approved)
2020-07	Approved for use	Approved
2023-11	Updates and approval	Approved
2025-01	Update Jurisdiction	Approved
2026-08	Added Extended Travel Time under 6.1.1. Certification Service fees	Approved
2026-10	Removed Johannesburg and Cape Town and only kept Republic of South Africa as the place of jurisdiction.	

Definitions

a. AfriCert/We/Our – AfriCert (Pty) Ltd - Certification Body
b. Certification Body – CB
c. Your – client
d. AfriCert Certification and Assurance Marks – all physical or electronic certificates and marks issued during certification, which you can use after certification and approval have taken place.
e. Certificate – The physical and electronic certificate issued by AfriCert
f. Agreement – which includes the signed contract, quote, terms of service and associated appendices.
g. SANAS – The Accreditation body that has accredited AfriCert (Pty) Ltd under its auspices.
h. Quote – The document proposing the estimation of cost for the certification cycle or additional audit requirements before or after official certification (Gap or Preliminary audits), that you have signed, which references the terms of service.
i. Our Services – Means all services described in the quote and contract, and terms of service which will be provided by AfriCert
j. Fees – Fees are defined and grouped under the following program management fees, inflation increases, contract fees, special audit fees, extended audit fees
k. You/your – The party/client who has signed the contract, quote and who wishes to be certified or audited by AfriCert
l. Late Payment Fees - a rate of 2% per cent a year above the current prime rate of AfriCert's bankers, accruing monthly from the due date until the date of actual payment. All interest will be compounded monthly and/or an Administration fee of R1000.00. (excluding VAT on Admin Fee).
m. Suspension: Certification on hold. You may not continue submission of any communication with your Customers through quotation, pricing and/or tender processing with the knowledge that you are Certified with AfriCert (Pty) Ltd.
n. Withdrawn: No longer certified. You are informed that you are contractually liable to communicate loss of Certification to your clients and those contracts / works you have entered into on the premise of having Certification. Where you do not do this, AfriCert (Pty) Ltd. reserves the right to contact your customers on your behalf, of which any costs uncured may be for the account of client.

1. The Agreement

This agreement serves as a whole for AfriCert's contract, quote and procedures.

2. The AfriCert (Pty) Ltd Manual and the code of practice

All AfriCert employees/ subcontractors adhere to the AfriCert Manual, procedures, policy and impartiality requirements. In which we state that we will remain non-biased, open, honest in our activities, not accepting any bribery, competent in our field and impartial in our daily work. Which means that AfriCert and its current or future employees/ subcontractors will not be swayed to undermine its operations and core values in any way that would affect the business and its clients negatively. AfriCert will maintain the terms of the quote, contract, manual, procedures and the terms of service laid out in this document to ensure its compliance and promise to all involved in its service and will enforce it as required.

3. Client Obligation

This is laid out in the contract and states that AfriCert does not warrant the management system or any process, product or service resulting from that system either in part or in whole in any way whatsoever. AfriCert will provide its services by their defined procedures and in accordance with prevailing recognised methods and practices. AfriCert will in no circumstances whatsoever arising from or out of the service provided to you be responsible for any loss of profit or any indirect or consequential damages sustained by you/ client. The limit of any liability will be the fees paid to AfriCert by you for the services provided. No verbal agreement alteration or variations of these terms and conditions will apply unless expressly agreed upon by AfriCert in writing. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. The parties consent to the jurisdiction of the competent courts of the Republic of South Africa in respect of any dispute arising from or relating to these Terms of Service or the provision of AfriCert's Certification Services, subject to applicable laws.

Client to document, implement and maintain a management system that conforms to the certification standard(s) and relevant normative document requirements for which the certificate(s) are issued. When the certification standards are changed, you are to change the management system to the extent required to conform to the revised certification standards within the time defined by AfriCert procedures or the accreditation body whichever is the shortest. The accreditation body may wish to witness an AfriCert audit at any point in time during a certification cycle; you are required to allow such a witness (but may object to the accreditation body auditor if a conflict of interest exists and provide proof of such to CB). You are to provide AfriCert auditors with guides during audit activities. If your operation changes such that the validity of the issued certificates is adversely affected (such as but not limited to Scope or location change), AfriCert should be informed in writing so that arrangements can be made to maintain the validity of the certificates. You are required to make available records of complaints received from their customers and interested parties to AfriCert upon request. Reports and supporting audit documentation generated during the audit remain the property of AfriCert.

4. AfriCert Obligations

4.1 Evaluation and appointment of auditors

AfriCert evaluates its auditors according to its requirements for a qualified and trained auditor to conducts all audits with competency, consistency and fairness. AfriCert will appoint an auditor based on your scope and applicable ISO standard/s, this auditor/s may change at AfriCert's discretion, which will not be at your cost. If you request a change in auditor/s, you must do so within at least a 30-day written notice before the next audit, if you agree to pay any cost incurred by AfriCert to appoint a new auditor. If no auditor is available, AfriCert will decline such a request.

4.2 Audit dates and Site Visits

A Schedule/Programme (contained in the Audit Report) will be put in place relevant to all sites applicable to you based on their applicable standard/s, this will be agreed to through the date confirmation communicated to you via email and signed by both parties (Client and CB). These visits are lined out in the quote and contract.

In each visit, you will provide AfriCert and its auditor/s access to all areas of the location, site, data and records, which also includes any material and equipment deemed applicable by the auditor/s to comply with your standard’s needs and requirements.
Change of audit date/s for the site visit/s can be communicated to either party but the following needs to be taken into account:

- If you request to change the date of the site visit: you must give AfriCert written notice not fewer then 2 weeks before the agreed-upon audit date or provide notice in terms of quotation cancellation/ postponement periods, to avoid these additional costs. If this is not communicated in time you may be liable to pay for the cancellation which will be for the originally booked visit. This, however, cannot be done if it will impede the validity of your certificate (audit cycle).
- If AfriCert changes the date of the site visit: AfriCert can notify you 24 hours before the scheduled audit was booked and propose the new date for confirmation. In the case where additional audits need to be booked based on non-compliance to the standard, AfriCert will notify if a special, extended, transition or scope change audit is needed. You will be charged for the additional audit based on the costs stipulated in the quote.

4.3 Short Notice and Witnessing audits

If AfriCert deems it necessary to perform a short notice audit, you will permit the auditor/s to the relevant site and allow access to all relevant information. In some cases, a witnessing audit will take place and AfriCert will notify you that its accreditation body will observe the audit. AfriCert will also inform you of the identity of the observer and any requirements you might need to complete before the audit takes place. Any confidentiality obligations on the observer will be put in place to the same extent as AfriCert's auditor/s before any audit. You will not be charged additionally for the observer witnessing the audit.

4.4 The Auditors' Health and Safety

Hazardous Work Environments: AfriCert and the auditor/s must be made aware of any hazards and risks the auditor/s will be exposed to, who will be supervising them and communicate all personal protective equipment required before the audit takes place. You will immediately notify AfriCert in the event of an accident or an incident on your premises which could pose a risk to the auditor/s.

AfriCert and by association the auditor/s have the right to abort/ prematurely terminate the audit if, while on your premises, the auditor has reason to believe that you aren't complying to the health and safety rules or if the auditor's health and safety is at risk in any way then they will abort/ prematurely terminate the audit. Other reasons for aborting the audit may include Bribery, Ill behaviour or misconduct form you or your personnel during an audit, You will be notified during the audit and via email of the reason for the audit's termination. Another reason would be poor communication during a remote/ virtual audit (Poor internet connectivity / Loadshedding). In this event, AfriCert has not breached the contract and you will be charged for this terminated audit accordingly. You will remain in communication with AfriCert and report back when the issues have been resolved, only then will the auditor return to conduct the audit.

4.5 The Auditors' Premises Requirements

Before the audit takes place, you must inform AfriCert and audit team of any reasonable security or health and safety requirements related to visiting your premises including project sites. AfriCert will do the best in its ability to observe and adhere to all health and safety rules as well as any security requirements that you have in place. If applicable areas up for auditing are not made available or are restricted such as any office location, project site, data and/or records, which also includes any material and/or equipment the audit will be aborted. If the contract and quote require a visit to a third party's premises, you will represent, warrant and undertake that you have a relationship with the third party and will permit AfriCert to attend the premises of said third party for the applicable audit. If these rules or any other requirements, prevent AfriCert from providing its services, AfriCert will have no alternative then to abort the current audit, in which case AfriCert will not be in breach of the agreement.

5. Certificates, Reports & Procedures

5.1 Certificates

The Agreement does not mean that you have the right to a certificate after AfriCert has conducted the necessary audits and it has been proven that you were successful during said audits, you will receive a certificate based on your applicable standard at the sole discretion of AfriCert's judgement and reviews acting independently of your interests.

The certificate belongs to AfriCert and if you cannot fulfil or maintain the requirement for the certificate, it will be suspended pending withdrawal based on the following cases:

- You failed to continue or meet or did not meet, the applicable standard relevant to you; or
- You have changed aspects of your business or product defined in the scope of your certificate to such an extent that the certificate is no longer applicable to that scope/ location change; or
- You have withheld information from AfriCert that may affect AfriCert's decision to issue or continue the certificate; or
- You have failed to comply or to continue the obligation to supply information; or
- You have failed to pay any fees due to AfriCert as stipulated on the contract and quote; or

- You failed to communicate to AfriCert and agree on an appropriate payment date to rectify your payment; or
- You failed to honour any agreement put in place regarding payment terms; or
- You have failed to communicate or maintain your audit schedule; or
- In any event where AfriCert cannot contact you or agree with you on an appropriate audit date; or
- In AfriCert opinion that you are using the certificate in a manner that may be misleading or that may bring AfriCert into disrepute.

In the event AfriCert revokes/suspends/withdraws an issued certificate, you will contractually be obligated to remove and return the Certificate/s, delete electronic versions of certificates, as well as communicate to all your clients that you are no longer certified by AfriCert.

AfriCert can also at any time after the certificate was withdrawn arrange a short notice audit to check if all customers have been contacted and that the certificate is no longer being used.

5.2 Certificate Ownership

The certificate and assurance marks are the sole property of AfriCert You are granted a limited non-exclusive license to display the certificate or the assurance marks at your premises or for marketing purposes (only as far as the scope of the certificate is relevant) for the duration that the certificate remains valid. The certificate and associated marks will only be displayed by the client it pertains to and will not be sub-licenced or transferred so that any other unauthorised party can use this. You may not change the contents or appearance of the certificate or assurance marks. Client will be required to follow Assurance Marks procedure/ guidance issued by CB.

5.3 Request to change information on the certificate

Any change requests to the certificate will be communicated to AfriCert where AfriCert will determine if the change affects the certificate validity in any way or if other steps such as a scope change will be needed.

5.4 Publication of your certification status

AfriCert may publicise your certificate via its website or any other social platform, your name, the scope of your certification, as well as details of the issuance, suspension or withdrawal of your certificate.

5.5 Audit Report Ownership

AfriCert is the sole owner of any audit documents issued to you. You are granted a limited non-exclusive license to use the audit documents in support of the certificate for as long as the certificate remains valid. On cancellation of the contract and services of AfriCert for any reason or the expiry, suspension or withdrawal of the relevant certificate, the audit documentation will also be cancelled. When the audit documentation is cancelled you will destroy all copies of the documentation whether it be on physical paper or electronic in nature any of the copies you have.

5.6 Your disclosure of the audit documents

If audit documents are disclosed to a third party, it must not be amended, abridged, or presented in any form other than that prepared by AfriCert at the time of its submission to you. If you do disclose the information in the audit documents, you agree to indemnify and hold harmless AfriCert and affiliates against all cost or losses suffered or incurred by AfriCert or affiliates due to claims, demands, suits, proceeding, actions, losses, judgements, damages, costs including all reasonable legal fees, expenses, fines or penalties or actions against AfriCert or affiliates arising out of or relating to a third party's reliance on the audit documents, whether disclosed to that third party with the prior written consent of AfriCert or not.

6. General Provisions for All Services

6.1 Use of Marks

The assurance mark(s) is issued on a non-exclusive license and must not be sub-licensed to any third party. You may not tamper or alter the assurance marks in any way. You may only display the assurance marks as

per the Certificate and Assurance Marks procedure/ guidance document issue by Certification Body. If the contract is cancelled for any reason, your license to use the marks are also revoked. AfriCert may for any or no reason revoke the license to you to use the assurance marks at any time with immediate effect. Upon cancellation, you will cease the use of the marks and any reference to the marks with immediate effect.

6.1.1 Certification Service fees

- Payment Terms – Every invoice issued by AfriCert is payable on submission (Payable within same month of audit). The only exception to this rule is for clients with purchase order requirements (Special arrangements must be made, with approval received from top management of CB).
- Interest on overdue amounts – Refer to Steps on following-up on outstanding payment found below
- Administration fee on outstanding payment reminders – Refer to Steps on following-up on outstanding payment found below
- Increases in fees - AfriCert may increase its fees at any time and will notify all of its clients accordingly. You will have the option to accept these fees or not. If no information is given to AfriCert at least 30 days following the date the notice/ letter was issued of the increase in fees AfriCert will take this as confirmation. If you do not agree to these fees, you may query these or cancel the contract with AfriCert in writing not more then 30 days following the date of the notice to you regarding the fee increase. Cancellation of the contract outright with AfriCert means that you will be liable for the remainder of audits specified in the contract, this does not include expenses but does include the annual program management fees.
- When a client moves over to another certification body (at any point during or at the end of a Certification Cycle), the client must pay outstanding certification fees. These include audits charged in the past that have not been paid as of yet, and any outstanding program management fees for the current year. (Transfer to another CB is dependent on being in good standing with current CB)
- Payment from a Third Party – If you have arranged that a third party will pay all of AfriCert fees or charges, you will remain liable to the extent that the third party does not pay in full by the due date.
- Extended Travel Time – Where travel to a client site exceeds four (4) hours of travel time, an additional audit day rate will be added to the applicable invoice. This is due to the significant amount of the auditor's working time being utilised for travel and therefore unavailable for other audit activities or assignments.

6.1.2 Steps on Following-Up of Outstanding Payments:

- **Step 1:** Invoices not paid on or before the last day of the invoice month, and not reflecting in AfriCert's nominated business bank account by the 2nd of the following month after payment was due will be notified via e-mail notification of late/outstanding payment. Late payment fee shall automatically be charged and attached on separate invoice unless the customer communicated reasons for late payment, such as administrative errors, and an agreement was established and approved between Customer and Certification Body.
- **Step 2:** By the 10th a 2nd mail notification that payment is due and caution against suspension of certification if payment is not received by the 15th of same month. The Customer shall be obligated to communicate reasons for late payment, such as administrative errors, and an agreement shall be established and approved between Customer and Certification Body.
- **Step 3:** By the 16th of same month, a 3rd notification in the form of a suspension notice with an electronic copy of Suspended certificate/s sent via e-mail, until full payment is made. This shall be accompanied by invoices and a statement. Payment shall include late payment fees as a separate invoice.
- **Step 4:** If payment is not made within one Calendar month of suspension, the certification will be withdrawn.

6.1.3 Sundry fees and payments

- Payment Terms – Every invoice issued by AfriCert is payable on submission. The only exception to this rule is for clients with purchase order requirements. (Special arrangements must be made, with approval received from top management of CB).
- Fees and Expenses – The fees and expenses are laid out in the quote and the contract. You will be charged for expenses incurred depending on the type of audit as well as the duration and location of the audit by AfriCert which includes but is not limited to travel, accommodation, food, and other costs and other expenses.
- VAT – All amounts set out in the quote and contract are not sales or value-added tax inclusive or other tax that may be applicable at the time of invoice. This will be included on all invoices issued by AfriCert
- Increases in fees - AfriCert may increase its fees at any time and will notify all of its clients accordingly. You will have the option to accept these fees or not. If no information is given to AfriCert at least 30 days following the date the notice was issued of the increase in fees AfriCert will take this as confirmation. If you do not agree to these fees, you may query these or cancel the contract with AfriCert in writing not more then 30 days following the date of the notice to you regarding the fee increase. Cancellation of the contract with AfriCert means that you may be liable for the remainder of audits specified in the contract, this does not include expenses.

6.2 Remedies, Waiver and Rights of Third Parties

Any waivers of right or remedies under the agreement with AfriCert must be in writing and will not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

The rights and remedies provided under the agreement with AfriCert are in addition to, and not exclusive of, any rights or remedies provided by law governing the agreement.

A person who is not a party to this agreement shall not have any rights under or in connection with it.

6.3 Appeals and Complaints

Appeals and complaints are received from clients, which can also be received from customers of clients, or other interested parties. All appeals and complaints must be in writing as per the AfriCert Appeals and Complaints procedure which can be found on AfriCert's website and sent to AfriCert as soon as possible. This appeal or complaint must be presented to the risk and compliance committee for consideration and you will be notified of the outcome in writing. Appeals and complaints will be reviewed by an arbiter and the outcome will be given to AfriCert and AfriCert will provide the feedback to the complainant. The decision is final and both AfriCert and the complainant must adhere to this decision.

6.4 Limitation of AfriCert Liability

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

6.5 Force Majeure

Save for your obligation to pay all fees and expenses according to Section 6.2 of this agreement, neither you nor AfriCert will be in breach of the agreement if it is not reasonably possible to perform any obligation under the Contract due to circumstances beyond that party's reasonable control. In such circumstances, the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of non-performance continues for eight weeks, the party affected may terminate the agreement by giving 14 days' advance written notice to the other party. AfriCert reserves their right to charge the cancellation fees.

6.6 No Partnership or Agency

The contract does not and is not intended to bind the two parties in such a way that either party can act as agent for the other or have the authority to act on behave of the other (which also includes the making of warranty, representation, assumption of obligation or liability and the exercise in any right of power)

6.7 Cancellation

On cancellation of agreement from either party, you will be charged for the remainder of the contract as well as any remaining program management fees indicated on the contract or increase of fees communicated to you that have fallen under the acceptance rules of increases in fees in this document.

Cancellation on Merger

If the client requests a cancellation based on them merging businesses with another business certified by AfriCert, the client will be charged a quarter of the remaining contract. If the client is merging with another client that is not certified by AfriCert, this will follow the standard cancellation rules stipulated in this terms of service and the agreement.

AfriCert may without prejudice to any rights that have accrued under the contract or terms of service cancel the agreement:

- with immediate effect if you fail to pay any amount under the contract within the set-out rules for payment in this document, this will also apply to any agreement of payment between AfriCert and yourself; or
- if you are in breach of any material obligation of the agreement and such breach remains unremedied, if such breach is capable of remedy, after thirty (30) days from the date of notification to you by AfriCert of such a breach, or immediately upon notice by you or by AfriCert if such a breach is incapable of remedy; or
- with immediate effect, if in AfriCert's opinion that you or your personnel act in such a manner that may bring the reputation of AfriCert into disrepute; or
- with immediate effect if you are unable to pay your debts as they fall due, or you suspend the payment of your debts, or you make a proposal to your creditors to reschedule any of your debts, or you take any action in connection with your winding up or suffer the appointment of an administrator or an administrative receiver, or someone takes action to attach or take possession of any of your assets, or you stop the business you were doing at the time of the agreement, or you become insolvent or are wound up, or any event occurs, or proceeding is taken, in any jurisdiction to which you are subject, that affects equivalent or similar to any of the events mentioned in this paragraph.

  (*Payment of outstanding amounts*) All amounts payable by you to AfriCert under the Contract will become due immediately upon termination of the agreement for whatever reason and payable within 30 days.

6.8 Non-Disclosure of Confidential Information

Confidential Information means all information of a confidential nature relating to your business that is disclosed to AfriCert in connection with the services but does not include information that:

- is or becomes generally available to the public (other than as a result of its disclosure by AfriCert in breach of the Contract); or
- was known to AfriCert before you disclosed it; or
- you have not treated as confidential or have agreed with AfriCert is not confidential or may be disclosed.

AfriCert will keep Confidential Information confidential for a period of 6 years after it has received it and will not use or disclose it except:

- to exercise or perform its rights and obligations under the Contract; or
- to the extent required by law, or by any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.

In these cases, AfriCert will not be required to notify you of such disclosure and will not be required to oppose any demand made by such entities.

6.9 Entire Agreement

The Contract, Quote and Terms of Service constitutes the entire agreement and supersedes all previous drafts, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that in entering this agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the agreement. Nothing in this clause shall limit or exclude any liability for fraud. If there is any inconsistency between any of the provisions of the agreement and the provisions of any master services agreement, purchase Proposal, your standard conditions of purchase or any other document stated to be produced relating to the Services or the Contract, the provisions of this agreement will prevail. No variation of or amendment to the agreement will be effective unless it is in writing and signed by an authorised representative of each party.

6.10 Severance

If any court or competent authority finds that any provision of this agreement or part of any provision is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

6.11 Notices

A notice required to be given to a party under or in connection with the Contract must be in writing and sent to the party at its address on the Quote. Unless expressly prohibited by the Quote, notices may be sent by e-mail.

6.12 Governing law and Jurisdiction

The law of South Africa governs the agreement and any disputes or claims arising out of it.

The South African Cape Town courts nearest to the AfriCert Head Office have exclusive jurisdiction to settle any dispute or claim that arises out of the agreement. The contract has been entered into on the date of your signature of the Quote and Contract of this agreement.