CAIA CERTIFICATION POLICY

The Chemical and Allied Industries' Association NPC ("**CAIA**"), is an industry association which represents the entire chemicals value chain.

CAIA is responsible for implementing the RCMS and SQAS-AFRICA programmes, which require CAIA Members, prospective members of CAIA and/or SQAS-AFRICA User Group Members to undergo Certification Audits according to prescribed audit cycles. A company that would like to undertake a Certification Audit shall, for the purposes of this Policy, be referred to as a "**Client**".

This Policy sets out the terms and conditions that will govern CAIA's relationship with Clients in relation to each Certification Audit conducted by CAIA in respect of those Clients' businesses. By signing and submitting to CAIA an Application Form, a Client agrees to be bound by the terms and conditions of this Policy.

This Policy has been prepared in accordance with the accreditation requirements set out in the current versions of ISO/IEC/SANS 17021-1 and ISO/IEC17065.

This version of the Policy shall be effective with effect from 31 January 2026 ("**Commencement Date**")

1 INTERPRETATION

In this Policy, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, -

1.1 a word or an expression which denotes -

1.1.1 any gender includes the other genders;

1.1.2 a natural person includes an artificial or juristic person and *vice versa*;

1.1.3 the singular includes the plural and *vice versa*;

1.2 the following words and expressions shall bear the meanings assigned to them below and cognate words and expressions bear corresponding meanings -

1.2.1 "**Application Form**" - the Application for Certification Form signed by the Client and submitted to CAIA;

1.2.2 "**Audit Fee Payment**" - shall have the meaning ascribed thereto in 3.2.4;

1.2.3 "**Auditor**" - in respect of a particular Certification Audit, the auditor who has been allocated by CAIA to perform that Certification Audit;

1.2.4 "**Auditor's Expenses**" - shall have the meaning ascribed thereto in 3.7.1.4;

1.2.5 "**Business Day**" - any day which is not a Saturday, a Sunday, or an official public holiday in South Africa;

1.2.6 "**Certification Audit**" - an audit undertaken by CAIA, at the request of a Client, for the purpose of evaluating and certifying the Client's compliance with the requirements of RCMS or SQAS-AFRICA, as the case may be;

1.2.7 "**CAIA MOI**" - the memorandum of incorporation of CAIA, as amended from time to time;

1.2.8 "**CAIA Member**" - a person or entity which holds membership in CAIA, as determined in accordance with the CAIA MOI, it being recorded, for the avoidance of doubt, that CAIA Members are "Clients" for purposes of this Policy;

1.2.9 "**Day Fees**" - shall have the meaning ascribed thereto in 3.2.2.1;

1.2.10 "**Policy**" - this document, as amended by CAIA from time to time;

1.2.11 "**RCMS**" - the voluntary Responsible Care® Management System, which is administered in South Africa by CAIA;

1.2.12 "**South Africa**" - the Republic of South Africa;

1.2.13 "**SQAS-AFRICA**" - the system administered by CAIA which evaluates the Safety, Health, Environment, Quality (SHEQ), Security and Corporate Social Responsibility (CSR) performance of Logistic Service Providers (LSPs) operating within Africa;

1.2.14 "**SQAS-AFRICA User Group Member**" - a person or entity which is not a CAIA Member but is implementing SQAS-AFRICA, it being recorded, for the avoidance of doubt, that SQAS-AFRICA User Group Member are "Clients" for purposes of this Policy;

1.2.15 "**Website**" means any website operated, or maintained, by CAIA or on behalf of CAIA;

1.3 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation, or other legislation as at the Commencement Date, and as amended or substituted from time to time;

1.4 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on either CAIA or a Client then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Policy;

1.5 where any term is defined within a particular clause other than this 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Policy;

1.6 where any number of days are to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;

1.7 any reference to days (other than a specific reference to Business Days), months or years shall be a reference to calendar days, calendar months or calendar years, respectively;

1.8 any term which refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Policy may apply or to the laws of which CAIA or a Client may be or become subject;

1.9 the use of the word "**including**", "**includes**" or "**include**" followed by (a) specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.

The terms of this Policy having been voluntarily assented to by the Client, the rule of interpretation which prescribes that, in the event of ambiguity, a contract should be interpreted against the party responsible for its drafting, shall not be applied in the interpretation of this Policy.

2 SCOPE OF SERVICES PROVIDED BY CAIA

2.1 CAIA provides Certification Audits for the purpose of evaluating and certifying Clients' compliance with RCMS or SQAS-AFRICA, as the case may be, on the terms and conditions set out in this Policy.

2.2 CAIA does not offer consultancy services to Clients.

2.3 CAIA's function is limited to auditing a Client's management system - CAIA in no way endorses a product or service rendered by a Client or represents such product or service meets any requirements whatsoever.

3 PROCEDURE PRIOR TO CERTIFICATION AUDIT

3.1 Application Form

Any Client requesting a Certification Audit shall submit a completed and duly signed Application Form to CAIA.

3.2 Quotation and initial invoice

3.2.1 Upon receipt of an Application Form, CAIA shall, based on a review of the information submitted by the Client, prepare, and send a quotation to the Client, which quotation shall detail the cost of the relevant Certification Audit requested by the Client.

3.2.2 Upon the Client's acceptance of the quotation (which may be done via e-mail), CAIA shall generate and send an invoice to the Client for settlement. The invoice shall reflect -

3.2.2.1 the Auditors' fees for the Certification Audit, being the day fees of the relevant Auditor(s) performing the Certification Audit (including finalising the relevant audit report) ("**Day Fees**") multiplied by the number of days which the relevant Certification Audit is planned to take (the minimum being two days); and

3.2.2.2 the administrative fee charged by CAIA pursuant to clause 9.1 for each day which the relevant Certification Audit is planned to take.

3.2.3 CAIA reserves the right to amend its quotation or invoice if any relevant information provided to CAIA changes or additional information is submitted to, or otherwise comes to the attention of, CAIA.

3.2.4 Notwithstanding anything to the contrary contained in this Policy, no Certification Audit shall commence unless the Client has paid CAIA's invoice referred to in clause 3.2.2 at least 15 calendar days prior to the scheduled commencement date of that audit (or such shorter period agreed to by CAIA in writing) ("**Audit Fee Payment**"). For the avoidance of doubt, if no Audit Fee Payment has been received by such time, then the planned Certification Audit shall be deemed to have been cancelled and clause 10 shall be applicable.

3.2.5 Unless expressly stated otherwise in this Policy, all fees paid to CAIA are strictly non-refundable.

3.2.6 Payment of any amount may be effected by a direct electronic funds transfer into CAIA's bank account, the details of which will be communicated to Clients separately. Please note that criminal syndicates may attempt to induce Clients to make payments due to CAIA into bank accounts that do not belong to CAIA. Fraud of this nature may be perpetrated using emails, letters or other forms of correspondence that may appear to have emanated from CAIA. **Before making any payment, please contact CAIA to verify that the account into which payment will be made is a legitimate bank account of CAIA. CAIA is not liable for losses arising from or in connection with a Client's failure to verify CAIA's bank account details in this manner.** Any Client which has any query or other cause for concern in respect of an account at any time, must contact CAIA immediately.

3.3 **Value-Added Tax**

3.3.1 All fees quoted by CAIA are exclusive of VAT, and CAIA will charge a Client any applicable VAT.

3.3.2 VAT will be levied at the standard rate (currently 15%) in terms of the Value-Added Tax Act No 89 of 1991 ("**VAT Act**") on all CAIA's services, unless the Client is not a resident of the Republic of South Africa (as defined in the VAT Act) and the Client has specifically requested CAIA, in writing, to zero-rate CAIA's services for VAT purposes. In such instances, CAIA will only zero-rate VAT on its services if –

3.3.2.1 it is lawfully permissible in terms of the VAT Act; and

3.3.2.2 CAIA is provided with all information and documentation that it requests from the Client in order for it to comply with the requirements of the VAT Act.

3.3.3 CAIA relies on representations made by the Client to determine whether services are zero-rated for VAT purposes. If CAIA treats any services as being subject to the zero rate and such services are later found to be taxable, the Client shall be obliged to pay to CAIA the amount of VAT as well as any penalties or interest resulting from such failure to pay VAT. Similarly, CAIA will reimburse the Client if CAIA recovers VAT which it charged the Client in error from the tax authorities.

3.3.4 CAIA may use this Policy, and any other information or document provided to it pursuant to clause 3.3.2.2, to evidence any representation made by the Client, should this ever be disputed by any tax authority including, but not limited to, the South African Revenue Service.

3.4 **Gross-up**

All CAIA's invoices are submitted on the basis that CAIA will receive the full amount billed. If a Client is obliged to pay withholding tax or any other tax, CAIA's bill will be grossed up to ensure that CAIA receives the full amount of its bill which, but for the said tax, would have been paid by the Client.

3.5 **Allocation of Auditor and right of objection**

3.5.1 Subject to clause 3.5.5, CAIA shall, upon acceptance by the Client of CAIA's quotation/invoice, allocate the Certification Audit to an appropriately qualified Auditor who CAIA in its sole discretion deems to be suitable in the circumstances, taking into account the competence needed to achieve the objectives of the Certification Audit.

3.5.2 Upon making an allocation, CAIA shall communicate to the Client the names of the Auditor (and each member of the audit team, where applicable) and, upon written request, make available to the Client background information regarding the Auditor (and each member of the audit team, where applicable).

3.5.3 The Client has the right to object to an Auditor (or any member of the audit team, where applicable), but shall do so within three Business Days after receiving notification of the individuals that comprise the audit team. These objections (if any) shall be stipulated in sufficient detail, together with the relevant supporting documents, and sent to CAIA’s Executive Director in writing via e-mail. For the avoidance of doubt, CAIA's Executive Director shall not be required to consider an objection if no substantiation has been provided by the Client in respect of such objection.

3.5.4 CAIA reserves the right to change the allocated Auditor or add additional Auditors whether to meet its operational requirements, as a result of a Client's objection, or otherwise.

3.5.5 CAIA may not allocate an Auditor to a Certification Audit in respect of a particular Client if -

3.5.5.1 that Auditor provided consulting services to that Client within the previous three years; or

3.5.5.2 that Auditor has or previously had a business, personal and/or family relationship with that Client within the previous three years; or

3.5.5.3 such allocation would result in that Auditor having performed more than two sequential Certification Audits on that Client.

3.5.6 It is a condition of this Policy that the certification process is conducted in an independent and impartial manner. The Client and its representatives, where applicable, are therefore required to declare and report directly to CAIA in writing by e-mail, any link or relationship (commercial or personal) existing between themselves and Auditors involved in the Certification Audit which may threaten the impartiality or independence of the certification process, including any of the circumstances referred to in clause 3.5.5.

3.6 **Confidentiality, Impartiality and Code of Conduct Agreement**

Prior to undertaking any Certification Audit, an Auditor is required to sign a Confidentiality, Impartiality and Code of Conduct Agreement, in terms of which, inter alia, the Auditor undertakes -

3.6.1 to keep confidential all the information obtained during the Certification Audit; and

3.6.2 to be impartial and declare any conflict of interest prior to the Certification Audit.

3.7 Arrangements, plans and checklists

3.7.1 Once an Auditor has been allocated by CAIA to perform a Certification Audit in respect of a particular Client, CAIA and the Client shall make the necessary arrangements for the Auditor to carry out the audit in line with CAIA's procedures, including arrangements relating to the -

3.7.1.1 dates on which the Certification Audit will be undertaken. The Client shall provide the completed relevant Pre-Audit Document for every site to be audited to CAIA 30 calendar days before the Certification Audit. Through the Auditor/Lead Auditor, CAIA shall agree with the Client on the dates to undertake the audit, at least 21 calendar days prior to the audit taking place. CAIA shall be entitled to vary the time periods stated in this clause 3.7.1.1 by written agreement with the Client;

3.7.1.2 audit time. The audit time to be considered in the audit plans is the time needed to plan and accomplish a complete and effective audit of the Client's management system. It is the total time spent at a Client's site carrying out planning, documentation review, interacting with Client personnel and report writing. Travel (en-route or between sites) and any breaks are not included in the on-site duration of management system audits. The minimum number of days to be spent at a Client's site is two;

3.7.1.3 audit plan. The Lead Auditor shall develop and communicate audit plans to the Client prior to a Certification Audit, using the ViaSyst Audit Management platform or any other CAIA-approved platform;

3.7.1.4 audit expenses such as travelling and accommodation ("**Auditor's Expenses**"). Subject to clause 3.8, in the event that such audit expenses are applicable, the Client shall undertake to make all necessary arrangements directly with the Auditor and CAIA shall in no way be liable therefore. The procedure for reimbursement of the Auditor's Expenses shall be as follows -

3.7.1.4.1 prior to undertaking a Certification Audit, the Auditor shall send to CAIA for its written approval a quotation detailing the Auditor's

Expenses to be incurred by the Auditor during that Certification Audit, together with supporting documents such as bookings relating to accommodation, car rental and flights;

3.7.1.4.2 CAIA shall in its sole discretion be entitled to determine whether the quotation provided by the Auditor is reasonable, taking into account any factors which CAIA may deem relevant;

3.7.1.4.3 if CAIA rejects the quotation, then the Auditor shall amend the quotation in accordance with CAIA's directions and re-submit the quotation to CAIA for its approval;

3.7.1.4.4 if CAIA has approved the quotation in writing, then the Auditor shall send the quotation to the Client for its consideration and signature; provided that the Client shall ensure that CAIA is copied on the correspondence between itself and the Auditor in this regard; and

3.7.1.4.5 if the Client has agreed to and signed the quotation provided to it by the Auditor in terms of clause 3.7.1.4.4, then the Auditor shall invoice the Client for the Auditor's Expenses stipulated in the quotation, unless CAIA has agreed to do so in its sole discretion in terms of 3.8. For the avoidance of doubt, if CAIA does not agree to invoice the Client pursuant to 3.8 then the Auditor must invoice the Client directly.

3.8 Notwithstanding clauses 3.7.1.4, CAIA may, upon written request from the Auditor and in CAIA's sole discretion, agree in writing to invoice the Client for the Auditors' Expenses in relation to a Certification Audit; provided that CAIA shall only consider doing so if the quotation for such Auditor's Expenses was approved by CAIA and the Client in terms of 3.7.1.4.1 and 3.7.1.4.4. If CAIA invoices a Client for Auditor's Expenses pursuant to this 3.8, then CAIA shall pay to the Auditor the funds received by it from the Client pursuant to such invoice within 10 Business Days of such funds reflecting in CAIA's bank account.

3.9 Before a Certification Audit, the Client may request CAIA to provide the audit checklists or questionnaires, to assist the Client in preparing for the audit. This request should be made within sufficient time for the Client to prepare for the audit.

4 THE AUDIT PROCESS

4.1 General

4.1.1 On successful completion of all the certification audit processes, the Auditor shall, within seven calendar days, after the audit closing meeting date with the Client, validate the audit folder in the ViaSyst Audit Management platform or any other CAIA-approved platform, thereby submitting the full report to CAIA. The audit pass/fail status shall be clearly stated in the audit report, where applicable.

4.1.2 On receiving the report containing the positive recommendation from the Auditor and confirming that the Client's management system is meeting the requirements of the relevant standard, the report shall be reviewed together with supporting documentation by a suitably qualified person authorised by CAIA. Upon review, the reviewer shall, if agreeing with the recommendation, take the certification decision together with CAIA’s Executive Director, on behalf of CAIA.

4.1.3 CAIA reserves the right to delay or postpone its decision on certification in order to take proper account of any new or additional information, as deemed necessary.

4.1.4 Should a follow-up audit be undertaken, the original audit folder on the ViaSyst Audit Management platform or any other CAIA-approved platform shall be updated by the Auditor.

4.1.5 Following certification, the Client shall inform CAIA in writing via e-mail of any circumstances that may significantly affect the certification. CAIA reserves the right to re-audit, if necessary, which could attract further charges.

4.2 **RCMS**

4.2.1 CAIA shall issue the RCMS certificate within 10 Business Days after the Auditor has validated the report on the ViaSyst Audit Management platform or any other CAIA-approved platform and all applicable fees and expenses have been paid in accordance with clause 5.5.

4.2.2 The audit cycle for the RCMS is three years.

4.2.3 Multisite audits at the RCMS Clients shall involve a sampling procedure approved by CAIA, that is used to determine the number of sites to be audited.

4.2.4 An intermediate partial audit carried out at the Client's request shall not change the validity period of an RCMS certificate.

4.2.5 RCMS certification is automatic after the audit, as the standard's audit is not a pass/fail audit.

4.2.6 Clients can collect issued certificates from the CAIA office or instruct CAIA to send the certificate using courier services at a fee determined by CAIA (see clause 9).

4.3 **SQAS-AFRICA**

4.3.1 Unless otherwise agreed to in writing by CAIA, a Client shall be given 30 calendar days from the audit closing meeting date to rectify its non-conformances. Thereafter, the Auditor shall update and validate the report within five Business Days after the expiry of the aforementioned period and the Client to be reaudited if the audit is unsuccessful. Thereafter, should the Client fail the audit again, the Client shall be removed from the list of Clients implementing SQAS-AFRICA and can re-apply for certification after two years.

4.3.2 The Auditor shall not charge extra for reviewing non-conformances submitted by Clients. Clients shall provide evidence of rectified non-conformances via e-mail (not via social media platforms) or file sharing platforms (such as We

Transfer), in the form of documents, videos, or photographs, in accordance with remote auditing principles.

4.3.3 CAIA shall issue an SQAS-AFRICA certificate within 10 Business Days after the Auditor has validated the report in the ViaSyst Audit Management platform or any other CAIA-approved platform and all applicable fees and expenses have been paid in accordance with 5.5. Only companies that obtain an overall average score of 90% or above AND 100% on mandatory questions in each SQAS-AFRICA questionnaire, shall be issued with an SQAS-AFRICA certificate of compliance.

4.3.4 The audit cycle for SQAS-AFRICA is two years.

4.3.5 An Auditor may be allocated SQAS-AFRICA Certification Audits in African countries other than South Africa provided that -

4.3.5.1 the audit shall be carried out in English;

4.3.5.2 the Auditor has knowledge of relevant local legislation, the requirements of which shall complement the requirements of SQAS-AFRICA.

4.3.6 If a Certification Audit is allocated pursuant to clause 4.3.6 and either of the conditions in clause 4.3.5.1 and clause 4.3.5.2 are not satisfied, then the Auditor shall be accompanied by a local specialist with the requisite skills, experience and training. The specialist shall be -

4.3.6.1 selected by CAIA and not by the Client to be audited; and

4.3.6.2 independent from the Client to be audited; and

4.3.6.3 cited in the audit report produced by the Auditor.

4.3.7 Once CAIA is certain that the Client meets all the certification requirements, a certificate is issued subject to the payment of all applicable fees.

4.3.8 An intermediate partial audit carried out at the Client's request shall not change the validity period of an SQAS-AFRICA certificate.

4.3.9 Multisite audits at the CAIA Member Clients shall involve a sampling procedure approved by CAIA, that is used to determine the number of sites to be audited.

4.3.10 Clients can collect issued certificates from the CAIA office or instruct CAIA to send the certificate using courier services at a fee determined by CAIA (see clause 9).

4.3.11 An SQAS-AFRICA User Group Member that fails to renew its SQAS-AFRICA certificate and/or annual membership fees by the required renewal date shall be removed from the official register of SQAS-AFRICA-compliant companies. Such SQAS-AFRICA User Group Member will lose all rights and recognition associated with SQAS-AFRICA compliance. New SQAS-AFRICA User Group Members are required to pay their annual membership fees no later than 15 calendar days prior to the date of their first scheduled audit. Failure to meet this requirement will result in the audit being cancelled by CAIA. An SQAS-AFRICA User Group Member removed on this basis shall only be eligible to return to the SQAS-AFRICA programme by applying for recertification after a period of two (2) years from the date of removal. Recertification will be conducted in accordance with the applicable SQAS-AFRICA assessment and approval procedures in force at that time.

4.3.12 SQAS-AFRICA-certified companies that are CAIA Members and that do not renew their certification will be managed in accordance with the separate procedure prescribed in the CAIA MOI. The provisions of clause 4.3.11 shall therefore not apply to CAIA Members, except where expressly stated in the CAIA MOI.

5 CERTIFICATES

5.1 A charge shall be levied for certificate reprints.

5.2 The main details of certificates issued shall be published in accordance with clause 23.

5.3 The certificates are valid for a period of three years for the RCMS and two years for SQAS-AFRICA. This validity can change in cases where -

5.3.1 there is an acceptable reason (in CAIA's sole discretion) to limit the validity to a shorter period;

5.3.2 there is an acceptable reason (in CAIA's sole discretion) to suspend, reduce the scope or withdraw the certificate.

5.4 The status and validity of each certificate can be checked online via the CAIA Website.

5.5 No certificate shall be issued to the Client until -

5.5.1 the Client has settled all amounts owing to CAIA; and

5.5.2 the Client has reimbursed the relevant Auditor(s) for actual expenses (such as travel and accommodation costs) incurred by that Auditor in respect of the relevant Certification Audit in circumstances where the Auditor and the Client reached separate agreement regarding such expenses (and such expenses were not invoiced to the Client by CAIA in terms of clause 3.7.1.4). Notwithstanding the aforegoing, this clause 5.5.2 shall only apply if the Auditor has provided CAIA with satisfactory proof (determined in CAIA's sole discretion) of -

5.5.2.1 the agreement reached in writing between the Client and the Auditor regarding such expenses; and

5.5.2.2 such expenses actually having been incurred by the Auditor in relation to the relevant Certification Audit.

6 MAINTENANCE OF CERTIFICATION, SPOT AUDITS AND RECERTIFICATION

6.1 Following the issuance of a certificate, CAIA maintains certification based on demonstration that the Client continues to satisfy the requirements of the management system standard. On-site spot audits covering aspects of the management system elements, documentation and processes shall be undertaken at random by CAIA. The Client shall give access to the relevant sites for spot-audit purposes, whenever deemed necessary.

6.2 The Client shall ensure that audit roles and responsibilities within its organisation are structured and shared in such a way as to ensure that, during business hours, there will be at least one person with the requisite knowledge of the Client's certification available to address any queries during a spot audit.

6.3 Spot audits may be conducted by CAIA or an Auditor appointed by CAIA. Further visits following a spot audit may be carried out if areas of concern are identified. In the event of a spot audit by an Auditor or a follow-up visit (by CAIA or an Auditor) being conducted, the Client shall be liable for the reasonable extra costs relating to such visits, if required; provided that such costs shall be calculated based on the prevailing day fees which the relevant Auditor performing the additional work charges CAIA.

6.4 The Client shall comply with all applicable requirements of the relevant management system standard(s) referenced in the certificate (including requirements on complaint and incident management, corrective actions, records retention, and making records available to the certification body). The Client acknowledges that CAIA may request such records for certification decision purposes and undertakes to provide such records to CAIA.

6.5 To extend the certification for a further three-year period for the RCMS and two years for SQAS-AFRICA, a recertification audit is required. CAIA shall send a new quotation to the Client for this purpose.

6.6 It is a requirement that at recertification, all non-conformities from the previous audit are addressed before expiry of the existing certification. Recertification audits shall be completed before the expiry of the existing certification.

6.7 CAIA shall send the Client email reminders to undertake the recertification audit three, two, and one month(s) before the certification expiry date.

7 CHANGES TO THE SCOPE OF CERTIFICATION OR DETAILS OF CERTIFICATION

7.1 Changes to the scope of certification or details of certification shall be applied for in the same way as the initial audit (initiated with submission of the Application Form), indicating the changes required. The submission of formal documentation or an audit may be required to verify the changes or additions. If successful, a new certificate indicating the changes shall be issued by CAIA. Partial audits shall not affect the certificate's validity period.

7.2 There shall be a charge for any change (see clause 9) which involves the re-issue of a certificate. This shall be communicated in advance to the Client following the submission of the formal request by e-mail and CAIA shall amend the audit report accordingly.

7.3 All promotional material shall be amended if the scope of the certification is reduced.

8 CERTIFICATE MISUSE

8.1 CAIA shall take all reasonable actions to ensure that there is no misuse of its certificate and registered logos.

8.2 The Client undertakes to use certification logos as appropriate to its audited scope of certification and for the relevant standards certified.

8.3 The Client undertakes to use certification logos according to the CAIA Logo Usage Guidelines (see clause 23.3.2 regarding such guidelines).

8.4 The Client shall not use its certification in such a manner that would bring CAIA and/or the certification system into disrepute.

9 ADMINISTRATION FEE, ADDITIONAL INVOICES AND EXTRA FEES

9.1 CAIA shall charge a fee for the administration of each Certification Audit. As at the Commencement Date such fee shall equal R500 (excluding VAT) for each day of a Certification Audit; provided that CAIA shall be entitled to review and amend such fee from time to time.

9.2 CAIA shall, in addition to the invoice referred to in clause 3.2.2, be entitled to raise additional invoices in respect of -

9.2.1 Auditors' and administrative fees for additional days spent on a Certification Audit which were not reflected in the initial invoice referred to in clause 3.2.2;

9.2.2 audit expenses actually incurred by an Auditor in respect of a Certification Audit where CAIA has agreed to invoice such expenses to the Client as envisaged in clause 3.7.1.4;

9.2.3 courier services – if requested by the Client;

9.2.4 special certificate (A3), if requested by the Client;

9.2.5 certificates that need to be re-issued for reasons such as change of company name or address or scopes of certification;

9.2.6 follow-up audits, spot audits conducted by Auditors or CAIA, re-audits, and intermediate partial audits, in CAIA’s discretion;

9.2.7 postponed and cancelled audits in the discretion of CAIA and as referred to in clause 10; and

9.2.8 annual membership fees that will be communicated to the relevant parties. SQAS-AFRICA User Group Member annual membership fees are also available on the CAIA website.

10 POSTPONEMENT OR CANCELLATION OF PLANNED AUDITS

10.1 Upon confirmation of the Certification Audit dates, CAIA commits resources to meet requirements for the audit.

10.2 If a planned Certification Audit is postponed or cancelled by the Client within 15 calendar days of its planned occurrence, CAIA shall be entitled to deduct the following amounts from any Audit Fee Payment received by CAIA in respect of the cancelled or postponed Certification Audit -

10.2.1 an amount equal to 25% of the Day Fees invoiced to the Client by CAIA in terms of 3.2.2.1 plus all of the administrative fees referred to in 3.2.2.2, which amount shall be retained by CAIA; and

10.2.2 an amount equal to 25% of the Day Fees invoiced to the Client by CAIA in terms of 3.2.2.1, which amount shall be paid by CAIA to the relevant Auditor to whom the cancelled or postponed Certification Audit had been allocated.

The remaining balance of the Audit Fee Payment shall be refunded to the Client in the event of an audit cancellation, or retained by CAIA (for the Client to supplement with additional payments to the extent necessary) if the audit is postponed to a later date.

10.3 Regarding Auditor's Expenses -

10.3.1 as stated in 3.7.1.4, CAIA is not responsible for any Auditor's Expenses and the Auditor is required to claim any reimbursement of such expenses in the case of a cancellation or postponement by a Client directly from the Client;

10.3.2 notwithstanding 10.3.1, if CAIA has invoiced the Client for the Auditors' Expenses in relation to a Certification Audit in terms of 3.8 and the Client has postponed or cancelled the Certification Policy after the Audit Fee Payment has been made, CAIA shall be entitled to deduct such expenses from the Audit Fee Payment and pay such expenses to the Auditor.

11 SUSPENSION OF CERTIFICATION

11.1 Following a successful audit of a Client's management system to the appropriate standards, CAIA (acting through its Executive Director) reserves the right in its own discretion to have the certification suspended, its scope reduced, or the certification withdrawn.

11.2 Suspension of certification shall not exceed 6 months and may occur when the Client's certified management system has persistently or seriously failed to meet -

11.2.1 certification requirements;

11.2.2 provisions of the current version of the Certification Policy. Examples of such failures include -

11.2.2.1 continued misuse of logos;

11.2.2.2 failure to undertake corrective action as a result of non-conformities found during audits.

11.3 A Client can voluntarily request a suspension. In this case, the Client can only apply in writing via e-mail for recertification after two years.

11.4 The suspension of certification shall be reflected on CAIA's Website.

11.5 CAIA reserves the right to notify the Client of the suspension in writing via e-mail and to update CAIA's Website without further notice.

11.6 CAIA shall restore the suspended certification if the issue that has resulted in the suspension is resolved.

11.7 An additional fee may apply for re-instatement following suspension, as determined by CAIA. Failure to resolve the issues that have resulted in the suspension within six months shall result in withdrawal of the certification.

12 REDUCTION OF SCOPE OF CERTIFICATION

12.1 CAIA (acting through its Executive Director) shall reduce the Client's scope of certification to exclude the parts not meeting the requirements when the certified Client has persistently or seriously failed to meet the certification requirements.

12.2 When the scope is reduced, the certificate shall be updated. A fee shall apply for the issuance of a new certificate.

13 WITHDRAWAL OF CERTIFICATION

13.1 CAIA (acting through its Executive Director) may withdraw the certification of a Client if that Client fails to resolve the issues that have resulted in the suspension at the end of the six-month period.

13.2 Upon withdrawal of its certification, the Client shall discontinue use of all advertising material (including, but not limited to, logos used in letterheads, email signatures or on vehicles) that contains reference to the certification.

14 APPEALS PROCEDURE

14.1 The Client has the right to appeal any of the decisions made by CAIA.

14.2 Notification of the intention to appeal shall be made in writing via e-mail and received by CAIA within seven calendar days of receipt of CAIA’s decision.

14.3 An Appeals Form (the current version of which is attached to this Policy as Annexure A) shall be sent via e-mail to the Client for completion and shall be returned via e-mail to CAIA within 14 calendar days after receipt, supported by relevant evidence for consideration during the appeals process.

14.4 All appeals shall be sent to CAIA’s Executive Director in writing via e-mail, who shall in turn place the matter before a CAIA Board meeting. The Executive Director shall be entitled to make a recommendation to the CAIA Board based on the evidence submitted by the Client in terms of clause 14.3. CAIA shall be required to submit evidence to support its decision, where applicable. CAIA’s decision shall remain in force until the outcome of the appeal.

14.5 The CAIA Board's decision shall be final and binding on both the Client and CAIA. Once the decision regarding an appeal has been made, no claim by either party in that appeal may be made to challenge, amend, or change the decision by the CAIA Board.

15 **CLIENT COMPLAINTS AND COMMENTS**

15.1 Any complaint shall be made in writing via e-mail without delay and addressed to CAIA's Executive Director, including such supporting documents and information as may reasonably be required by CAIA's Executive Director.

15.2 The complaint shall be acknowledged in writing via e-mail following receipt. The complaint shall then be independently investigated by CAIA and closed on satisfactory conclusion of the investigation within three months. Following closure, the complainant shall be informed in writing via e-mail that the investigation has been concluded.

16 **FORCE MAJEURE**

If CAIA is prevented from performing or completing any service for which the Certification Policy has been made by reason of any cause whatsoever outside CAIA's control, including, but not limited to, acts of God, war, any law or any requirement of, or action taken by, any local, provincial or national government, terrorist activity or industrial action, failure to obtain permits, licenses or registrations as well as illness, death or resignation of personnel or failure by the Client to comply with any of its obligations under the Certification Policy, -

16.1 CAIA's obligation to render such service shall be deemed to have been suspended to the extent that and for so long as CAIA is so prevented or restricted from fulfilling that service;

16.2 the Client shall pay to CAIA -

16.2.1 the amount of all abortive expenditures actually made or incurred;

16.2.2 a proportion of the agreed fees equal to the proportion (if any) of the service actually carried out. CAIA shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

17 LIMITATION OF LIABILITY AND INDEMNITY

17.1 The aggregate liability of CAIA (whether in contract, delict or otherwise) arising from or in connection with a Certification Audit is limited to the amount charged and received by CAIA (excluding value-added tax) in respect of such Certification Audit.

17.2 Unless otherwise agreed to in writing by CAIA, CAIA shall have no liability, arising from or in connection with a Certification Audit, to any person other than the Client to which such audit relates ("**Third Party**"). If, notwithstanding what is stated in this paragraph, CAIA is liable to any Third Party, any liability to the Client referred to in clause 17.1 shall be reduced by an amount equal to the amount for which CAIA is liable to the Third Party.

17.3 CAIA shall not be liable for any claim by a Client in relation to a particular Certification Audit (including any certification pursuant to such Certification Audit) unless the Client has given written notice to CAIA of such claim, specifying the factual basis of such claim in reasonable detail to the extent then known to the Client, on or before the first anniversary of the finalisation of that Certification Audit and the publication of the result thereof to the relevant Client. Save as is specifically provided herein, this clause 17.3 shall not be construed so as to affect the application of the law of extinctive prescription to any claim.

17.4 CAIA shall not be liable to the Client nor to any Third Party -

17.4.1 for any loss, damage or expense arising from -

17.4.1.1 a failure by the Client to comply with any of its obligations herein;

17.4.1.2 any actions taken or not taken on the basis of the reports or the certification issued to a Client;

17.4.1.3 any incorrect results, reports or certificates arising from unclear, erroneous, incomplete, misleading, or false information provided to CAIA;

17.4.1.4 loss of profits, production, business, or costs incurred from business interruption;

17.4.1.5 loss of revenue, opportunity, contracts, expectation, use, goodwill, or damage to reputation;

17.4.1.6 loss of anticipated savings, cost or expenses incurred in relation to making a product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation to product liability claims) that may be suffered by the Client.

17.4.2 for any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in clause 17.4.1 above).

17.5 Except for cases of proven gross negligence or fraud by CAIA, the Client further agrees to hold harmless and indemnify CAIA and its employees or subcontractors against all claims (actual or threatened) by any Third Party for loss, damage or expense of whatsoever nature including all legal expenses and related costs that -

17.5.1 relate to the performance, purported performance, or non-performance, of services in terms of this Policy;

17.5.2 are out of or in connection with the Client's product, process, or service which is the subject of the certification (including, without limitation, product liability claims).

18 WITNESSED/OBSERVED AUDITS BY CAIA AND TRAINEE AUDITORS

18.1 In order to conform to certification requirements, the Auditor shall be regularly observed.

18.2 It is a condition of the Certification Policy that all Clients shall, if requested, allow CAIA representatives to witness the Auditor carrying out audits.

18.3 CAIA has an auditor training programme in place. It is a condition of the Certification Policy that all Clients shall, if requested, allow trainee auditors to observe the Auditor carrying out audits as well as carry out audits while being observed by the Auditor. Should there be any conflict of interest, the Client shall inform CAIA in writing via e-mail.

18.4 It is clarified that the observers and trainee auditors do not interfere with the auditing process, and they have also signed the Confidentiality, Impartiality and Code of Conduct Agreement with CAIA.

19 RECOGNITION OF ACCREDITED ORGANISATIONS

CAIA, in its discretion, may recognise certificates issued by other accredited certification bodies.

20 GROUPS OF COMPANIES

If the Client is a holding company or subsidiary that is a member of a group of companies ("**Client Group**") and CAIA accepts instructions from, or is requested to open a file in the name of, or is requested to invoice, another member of Client Group (in relation to a Certification Audit or any other matter) the Client -

20.1 agrees, on behalf of such other member of a Client Group, that the terms and conditions contained in this Policy will, unless otherwise agreed in writing between CAIA and such other member, also govern CAIA's relationship with such other member, as if such other member had signed the Application Form themselves;

20.2 indemnify CAIA against any claim that may be made against CAIA by such other member of Client Group, to the extent that such claim is not limited in accordance with clause 17 or in accordance with a written agreement between CAIA and such other member.

21 CAIA'S THIRD-PARTY SERVICE PROVIDERS

21.1 During the course of conducting its business and providing auditing services, CAIA makes use of the services of various third parties including, but not limited to, providers of technology, communication, file storage, copying, printing, accounting, and auditing services. The technology services CAIA uses may require information obtained from a Client to be held in a cloud located within or outside the Republic of South Africa ("**South Africa**") and managed by a third-party service provider. CAIA may also engage service providers such as Auditors specifically in relation to a Certification Audit. CAIA does not accept liability for the acts or omissions of any service provider contemplated in this clause 21.1.

21.2 Where part of the work is subcontracted to others, CAIA retains full responsibility for granting certification, maintaining certification, expanding, or reducing the scope of certification, renewing, suspending, or withdrawing of certification and for ensuring that properly documented agreements are in place.

22 CLIENTS' CONSULTANTS

Clients are free to appoint independent consultants to assist with the development, implementation, or maintenance of their management systems. However, CAIA maintains strict impartiality and does not endorse or recommend any such consultants. All audit activities are conducted solely between CAIA and the Client. While consultants may communicate with CAIA regarding Certification Audits, such communication shall always be in the presence of the relevant Client (and copied to the Client if on e-mail). Ultimate responsibility for demonstrating conformity with the relevant standards rests entirely with the Client and the appointment of consultants does not detract from such responsibility in any way.

23 CONFIDENTIALITY AND PUBLICITY

23.1 Confidentiality

23.1.1 Subject to clause 23.1.2, communications between CAIA and Clients (including the report produced as part of a Certification Audit), and information obtained from Clients which has not been made public, are strictly private and confidential and will thus not be disclosed except (a) in confidence to CAIA's associates, (b) as provided in clause 23.1.2, (c) if authorised by the relevant Client or (d) if required by law.

23.1.2 CAIA may disclose or provide any relevant information in confidence to the service providers contemplated in clause 21 and to CAIA's insurers and professional advisers. CAIA may also disclose -

23.1.2.1 any relevant information where such disclosure is necessary for the purposes of, or in connection with, any actual or threatened legal proceedings involving CAIA or any of its associates; and

23.1.2.2 the information contained on audit certificates, as stipulated in clause 23.2.

23.2 **Publicity by CAIA**

23.2.1 In order to comply with certification standards, CAIA shall make publicly accessible information on each certificate, indicating the status of certification.

23.2.2 Publicly accessible information on each certificate includes the following:

23.2.2.1 company name;

23.2.2.2 company address;

23.2.2.3 scope of certification;

23.2.2.4 certificate expiry date;

23.2.2.5 standard certified; and

23.2.2.6 status of the certificate (i.e. valid, suspended, withdrawn, etc).

23.2.3 By submitting its Application Form to CAIA, the Client consents for the above information to be made publicly accessible.

23.3 **Publicity by Client**

23.3.1 Once a certificate has been issued, but not before, the Client has the right to publish the certification details (see clause 23.2.2). The relevant logos can be used on the company's stationery and website, relating only to the audited scope of certification and the relevant standards certified.

23.3.2 A separate document titled 'Logo Usage Guidelines' relating to the rules governing the use of the CAIA, Responsible Care® and SQAS-AFRICA logos is available via the CAIA Website or by contacting CAIA directly. Should Clients fail to follow the published guidelines, CAIA may withdraw entitlement to use the logos and/or CAIA Membership/SQAS-AFRICA User Group Membership, subject to the seriousness of the logo misuse. Withdrawal of CAIA Membership shall be subject to the terms of the CAIA MOI.

23.3.3 The Client shall not make or permit any misleading statement regarding its certification or permit the use of a certification document or any part thereof in a misleading manner. Any references to the Client's management system certification shall not imply that CAIA, the RCMS or SQAS-AFRICA certifies a product, service, or process.

23.3.4 Once certified, CAIA may contact Clients by e-mail or telephone (with a follow-up e-mail) in connection with the certification and other services that may be considered of interest.

23.3.5 The Client is encouraged to display the Responsible Care® and/or SQAS-AFRICA flag(s) at every site, as applicable.

24 DATA PROTECTION

24.1 Personal information provided by a Client or its representatives will be processed by CAIA -

24.1.1 in accordance with any applicable data protection laws that may be in force in South Africa from time to time;

24.1.2 in accordance with CAIA's privacy policy; and

24.1.3 for purposes of CAIA or the Client fulfilling their obligations in terms of this Policy.

24.2 The Client consents to the processing of such personal information by CAIA and its service providers and other third parties, for all purposes contemplated in CAIA's privacy policy and confirms that the transfer to the aforementioned persons of such personal information, for the purposes contemplated in CAIA's privacy policy, will be lawful.

25 PREMISES AND ACCESS

Where any Certification Audit /spot audit is required to be performed at the Client's premises, the Client shall permit CAIA and its employees and representatives -

25.1.1 all reasonable access to such premises; and

25.1.2 all reasonable access to and/or use of, as the case may be, the Client's information, facilities, tools, equipment, employees, agents and/or representatives.

26 ANCILLARY MATTERS

26.1 CAIA, in its sole discretion, can recognise certificates issued by other accredited certification bodies.

26.2 CAIA shall notify Clients of any changes to the requirements for certification within a reasonable timeframe (6 months).

26.3 The Client shall use best endeavours to supply all the necessary information to CAIA, as required by the individual voluntary standards prescribed pursuant to RCMS or SQAS-AFRICA, as the case may be.

26.4 Each party may take out adequate insurance to cover its liabilities under the Certification Policy.

27 COPYRIGHT

CAIA retains copyright and other intellectual property rights in all documents drafted by CAIA (including, for the avoidance of doubt, all audit reports, and certificates) and all ideas and material developed, designed, or created by CAIA.

28 ARCHIVING OF DOCUMENTS

CAIA shall archive all SQAS-AFRICA audit reports after two years and RCMS audit reports after three years and all records will be destroyed after a further 5 years.

29 AMENDMENT OF THIS POLICY

29.1 This Policy will be reviewed, updated, and amended, if necessary, on a periodic basis by CAIA in its sole and absolute discretion.

29.2 CAIA shall upload any amended version of this Policy on its Website and such amended version shall be binding upon the Client.

30 AVAILABILITY OF THIS POLICY

The electronic version of this Policy is available in English on CAIA's Website.

31 COMPANY INFORMATION

31.1 CAIA's full details are as follows -

31.1.1 **Name:** The Chemical and Allied Industries' Association NPC;

31.1.2 **Registration Number**: 2015/219124/08;

31.1.3 **Address**: P.O Box 521310, Saxonwold, 2132;

31.1.4 **Telephone**: +27 11 327 6547;

31.1.5 **E-mail**: caiainfo@caia.co.za;

31.1.6 **Website**: www.caia.co.za; and

31.1.7 **VAT Number**: 4670144700.

31.2 A copy of the organisational structure of CAIA, showing the responsibility and reporting structure of the organisation, and documentation identifying the legal status of CAIA are available on request.

32 POLICY APPROVALS

Signed at on

for **Chemical and Allied Industries' Association NPC**

____

who warrants that he is duly authorised hereto

Signed at on

for **[INSERT NAME OF CLIENT]**

____

who warrants that he is duly authorised hereto

ANNEXURE A - APPEALS FORM

Please see attached the Appeals Form.