

NATIONAL STRUCTURAL STEELWORK COMPLIANCE SCHEME

CERTIFICATION AGREEMENT FOR THE USE OF CERTIFICATE OF CONFORMITY AND CERTIFICATION MARK

Steelwork Compliance Australia (SCA) having its registered offices at Site Ground Floor 20 Rode Road Leederville WA 6107 hereinafter referred to as the Certification Body and represented by the SCA Manager here grants **Italsteel (Certificate No: SCA-087)** having the facility subject to this Certification located at **14 Wildfire Road, Maddington WA 6109**, hereinafter referred to as the Certified Party the products and services covered by the appended National Structural Steelwork Certification Scheme Certificate of Compliance as approved by the Certification Body for such products and activities specified in the Certificate of Compliance which are controlled by the Certified Party in accordance with the standards referred to in the Certificate of Compliance and the specific rules referred to in the Certificate of Compliance and on the conditions of the following general agreement agreement

Certification is provided to

Construction Category: CC3
Inclusions: Fabrication including welding (Inhouse), AS/NZS 1554 Part 1,2,5; Coating (Outsourced), Erection, AESS
Exclusions: AS/NZS 1554 Part 4, 7
Limitations: None
Additions: None

1: Regulations for assessment and certification.

The statements of the Rules of the Certification Body apply to this agreement as well as the standards and the specific rules specified in the attached Certificate of Compliance

The Rules are defined in document SCIM002 and are available on the Certification Body website <https://www.scac.com.au>

2: Rights and obligations

2.1 The Certified Party agrees that the certified products and services constructed and supplied by it as specified in the Certificate of Compliance based on and attached to this agreement will comply with the requirements stated in the standards and Rules specified in the Certificate of Compliance according to the Certification Body authorises the Certified Party to display the Certificate of Compliance and to use the Certification Mark as stated in the Rules

2.2 The Certified Party agrees that the persons representing the Certification Body will have unrestricted access without prior notification to the premises of the facility covered by the Certification agreement during the normal working hours of the facility on the advertised time or in the case of a surveillance audit within a period of 2 weeks prior notification

2.3 The Certified Party agrees that the products and services in which the Certificate of Compliance is granted will be produced to at least the same quality and the same management system as the Certification body found in the audit process to be in conformity with the standard

2.4 The Certified Party shall make claims regarding the certification consistent with the scope of certification awarded

3: Surveillance

3.1 The Certification body carries out continuing surveillance of the Certified Party's conformity with Certified Party's obligations in accordance with the conditions stated in the Rules of the certification system as specified in the Certificate of Compliance

3.2 This surveillance is carried out by the Certification body employees or employees of agencies on behalf of the Certification body

3.3 The Certified Party shall make all the necessary arrangements for

- the conduct of the evaluation and surveillance including provision for the evaluation, documentation and records and access to the relevant equipment, facilities, area(s), personnel, and client's subcontractors
- investigation of complaints
- the participation of servers available

4: Information on modifications in production

The Certified Party shall inform the Certification body of any intended modification in the product or services, the production processes, the quality system or any other matters as set down in the Rules

5: Complaints

The Certified Party shall keep records and report to the Certification body any complaints regarding those aspects of the products or Services covered by the Certificate of Compliance and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements of certification

The Certified Party takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements of certification

The Certified Party shall document the actions taken and these shall be made available to the Certification body as and when required

The Certified Party informs the certification body of any changes that may affect its ability to conform with the certification requirements

6: Publicity

6.1 The Certified Party has the right to publish the fact that it has been authorised to provide its certification in the compliance category and the construction category under the certification codes.

6.2 The Certification Code SC provides the notification of certification compliance through its website <https://www.scac.com.au> and will receive the certification compliance notification on the website upon cancellation of this agreement with the Certified Party as appropriate.

6.3 The Certified Party does not use its product certification in such a manner as to bring the certification code into disrepute and does not make any statement regarding its product certification that the certification code or a consideration is leading or unauthorised.

7: Confidentiality

The Certification Code is responsible for ensuring that confidential information is maintained in its electronic records concerning all agreed confidential information with which the Code is accounted as a result of the contacts with the Certified Party.

8: Payment

The Certified Party shall pay to the Certification Code all fees and expenses in relation to the Carriage and its activities as defined in the Rules and as indicated on the Certification Code website or on advice from the Certification Code Manager as laid out in the SC governing code of fee.

9: Agreement period

This agreement comes into force on **26.03.2024** and remains in force indefinitely unless withdrawn for justified reasons or withdrawn by either Party upon due notice given to the other Party.

10: Withdrawal of Certificate of Compliance

10.1 If withdrawal of the Certificate of Compliance is deemed necessary by the SC Manager under the rules of the SC, the necessary time notice prior to the withdrawal will be as follows:

Situation requiring the dispatch of notice that can lead to withdrawal	Days of notice prior to withdrawal
Manufacturer's wish to withdraw:	Minimum 30 days
The Certification Code determines that the product is hazardous	One
Withdrawal of an existing standard for reasons other than safety	Maximum 30 days
Unauthorised charges to certification code	Maximum 30 days
Failure to meet other provisions of the Certificate of Compliance	Maximum 30 days

Mandatory conformity with new requirements in relation to resins to a standard

as determined by the Certifying Body and with appropriate notice of the changes to the standard

Notice of cancellation shall be sent by registered letter or other confirmed communication equivalent to the other party stating the reasons and the date of termination of the agreement

10.2 Upon suspension, withdrawal or termination of certification the Certified Party discontinues its use of all advertising matter that contains an reference thereto and takes action as required by the certification scheme e.g. the return of certification documents and takes any other required measures

When a nonconformity with certification requirements is substantiated either as a result of surveillance or otherwise the certification body shall consider and decide upon the appropriate action

a) continuation of certification under conditions specified by the certification body e.g. increased surveillance

b) reduction in the scope of certification to reduce nonconforming product variants

c) suspension of the certification pending remedial action by the client

d) withdrawal of the certification

When the appropriate action includes evaluation or a certification decision the requirements in 7.4.7 or 7.4.8 of SWS IS 100 C 70 shall be applied

If certification is terminated on request of the client suspended or withdrawn the certification body shall take actions specified by the certification scheme and shall take all necessary indications to inform certification documents and in particular authorisations for use of products etc. in order to ensure that it provides no indication that the product continues to be certified

If a scope of certification is reduced the certification body shall take actions specified by the certification scheme and shall take all necessary indications to inform certification documents and in particular authorisations for use of products etc. in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and in particular in authorisations

If certification is suspended the certification body shall assign one or more persons to inform and communicate the following to the client

- actions needed to end suspension and restore certification for the products in accordance with the certification scheme
- any other actions required by the certification scheme

These persons shall be competent in the knowledge and understanding of all aspects of the handling of suspended certifications

Any evaluations or decisions needed to resolve the suspension or that are required by the certification scheme shall be completed in accordance with the applicable parts of SWS IS 100 C 70 such as 7.4.7, 7.4.8, 7.7.7 and 7.7.8

If certification is reinstated after suspension the certification body shall take all necessary indications to inform certification documents and in particular authorisations

to use the marking or description or does not comply with the requirements of the Certification Code or the Certification Code certification or certification marks used in another way than as herein provided. In no circumstances can the marking or certification or reference to the SCA Code of a product

If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification schedule.

The certification code shall exercise the control as specified in the certification schedule over ownership and display of certification marks on iron and another mechanism for indicating a product is certified.

Incorrect references to the certification schedule or misleading use of certification marks or another mechanism for indicating a product is certified and in documentation or other communication shall be dealt with as a trade action.

For these and other reasons, the Certified Party agrees that in the event of the violation of any of the terms and conditions of this agreement, a temporary injunction may be issued at the insistence of the Certification Code restraining the Certified Party from further use of the Certification Code certification or certification marks and other reference to the Certification Code in any manner whatsoever and from any further distribution or promotion of said code in literature or communication bearing the Certification Code certification or certification marks or any other reference to the Certification Code and any other relief which may be deemed appropriate.

Such temporary injunction shall not however restrain the distribution of code in literature or communication of a product or certificate of compliance already existing at the time of the Certification Code certification or certification marks which have been previously issued to be in compliance with the requirements of the Certification Code at the time. The granting of issuance of such temporary injunctions shall not affect the right of the Certification Code to compensation and punitive damages for the misuse of the Certification Code certification or its name or representations or services and shall be in addition to and not in lieu of any other rights and remedies provided in this agreement.

In making reference to its product certification in communication or media such as documents, brochures or advertising, the Certified Party complies with the requirements of the certification code or as specified in the certification schedule.

The Certified Party complies with any requirements that may be prescribed in the certification schedule relating to the use of marks on iron and in iron material related to the product.

The Certified Party agrees to hold the Certification Code harmless and to indemnify the Certification Code against any loss, expense, liability or damage, including reasonable attorneys fees arising out of any misuse of the Certified Party of the Certification Code certification or arising out of any violation of the Code of the terms and conditions of this agreement.

In the event that the Certification Code incorrectly records the Certified Party's certification arrangements in the Register of Certificate Holders or elsewhere, the Certified Party agrees not to hold the Certification Code liable in any way for any damage caused by such incorrect



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issued certification is irrevocable unless such damage is the result of a willful act or gross negligence of the Certification Body

13: Appeal or dispute

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the certification body and as defined in the Rules

14. Governing Law.

This agreement shall be governed and interpreted according to the laws of the State of South Australia in the country of Australia and the parties submit themselves to the courts that have jurisdiction

Issued in duplicate and signed by authorised representatives of the certification body and the applicant

For the Certification Body:

For the Certified Party:

Date 26.03.2024

Date 27 March 2024

Bushan Salunke

Signature

Signature

Title General Manager

Title General Manager Italtsteel