

1. Intertek represents and warrants that any certificate or report issued in response to your Request for Shipment Certification is issued with due care, in accordance with the best industry practices and within the limits of the mandate received from the relevant government to operate the Conformity Assessment Programme.
2. The Client acknowledges that Intertek's Internal Auditors and/or Observers are authorized to amend or overturn the recent inspection outcome if the result of the audit supports this action. The audit will be conducted in a manner that does not unduly interfere with the export of the products nor jeopardize the Client's legitimate interests.
3. The Client will keep a record of all complaints made known to Intertek relating to compliance of the certified products and will assist Intertek in the investigation and resolution of any complaints made by third parties.
4. It is acknowledged that the Client will not use, nor refer to the Intertek name or logo on labels, product nameplates, brochures, advertising or sales promotion material which indicates or implies that a product is listed or approved by Intertek until written authorisation has been received by the Client for such use. The Shipment certificate issued is only for the products evaluated and verified by Intertek and must not be used in communication media and any marketing documents to indicate otherwise.
5. The Client acknowledges that Approved Laboratories are acting as independent laboratories. In the event of conflict between the Client and an Approved Laboratory relating to the testing of the products, the dispute shall be resolved by the two parties, without involvement or responsibility on the part of the Intertek Office or Programme Management (PM).
6. In the event of conflict between the Client and any of the Intertek Offices relating to the inspection, evaluation, or certification of the regulated products, the Client shall be entitled to submit a complaint to the Intertek Office. If no agreement can be reached, the dispute should be escalated to the Programme Management within two (2) weeks from the date of submittal of the complaint to the Intertek Office. Documents supporting the Client's point of view shall be attached to the appeal. Programme Management undertakes to investigate the complaint in accordance with Intertek's internal complaints procedure, and report its findings to the Client within one (1) month from the date of receipt.

The Client agrees to cooperate in good faith with Intertek for the investigation of any complaints received in relation to the exported products and Services.

7. The Client agrees that all products requested for Shipment Certification are not affected by any product recalls nor substandard or counterfeit, to the best of their knowledge. The Client declares under their own responsibility that the products requested for Shipment Certification to which this declaration of conformity relates, satisfy the requirements of the standards and other normative documents regulations applicable for this type of products for export. The Client agrees that at the time of the submission of the Request for Shipment Certification, the shipment is still in the country of supply and is accessible for inspection, if needed.

The Client agrees to provide complete and accurate information required for the Certification of conformity of the products for exports.

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

