



Certification No.	Mark No.

**AGREEMENT TO OBTAIN & MAINTAIN THE ‘ASC’  
PRODUCT CERTIFICATION MARK  
(SPECIFIC)**

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## 1. Details of the Parties involved

This Agreement is made and entered between AFRICA STANDARDS & CERTIFICATIONS (PTY) LTD (ASC), a private legal entity and separate juristic person, situated in \_\_\_\_\_

Herein represented by

Mr \_\_\_\_\_  
(Print full Names and Surname)

In his duly authorized designation as the Director of  
AFRICA STANDARDS & CERTIFICATIONS (PTY) LTD  
(hereinafter 'ASC')

**AND**

CLIENT \_\_\_\_\_

\_\_\_\_\_  
(The organization seeking certification should insert here the full Name, Company Registration Number and Physical Address of the Organization)

\_\_\_\_\_  
Trading Name if different from the Registered Name

\_\_\_\_\_  
If the organization is a multi-site, list all the other sites to be covered under this contract

\_\_\_\_\_  
Herein represented by

\_\_\_\_\_  
(Print Full Names and Surname of duly Authorized Person on behalf of Client)

\_\_\_\_\_  
(Designation of duly Authorized Person)



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(Hereinafter “the Client”)

## 2. Definitions

The following conditions should be added to the definitions contained in “THE AGREEMENT TO OBTAIN & MAINTAIN THE ‘ASC’ PRODUCT CERTIFICATION MARK (GENERAL)” and in the IEC 62368-1: 2018 / SANS 62368-1: 2020 Standard:

- a. Component:**  
An identifiable part used in the manufacturing process of the product.
- b. Evaluator:**  
A competent person (s) appointed by ASC to perform product certification evaluations at the client’s premises.
- c. Inspection:**  
Examination of the product with the aim of determining whether it conforms to specified requirements.
- d. Product:**  
Laptop Computer
- e. Product specification:**  
IEC 62368-1: 2018 / SANS 62368-1: 2020 – Audio/Video, information and communication technology equipment – Part 1: Safety Requirements
- f. Product type:**  
A manufacturer’s type designation as marked on the product or as required in the Specification.
- g. Product family:**  
Several products which are similar such that their design in mechanical construction and electrical construction do not change significantly.
- h. Routine Testing:**  
Testing to which the product is subjected to during the manufacturing process to ascertain whether it complies with specified requirements.
- i. Type Testing:**



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Testing to which the sampled product is subjected to, by a third-party accredited Test Laboratory to ascertain whether it complies with specified requirements.

### 3. Incorporation of Terms

The parties hereby confirm and agree to abide by any relevant statutory requirements and regulations by regulatory bodies, product certification requirements, procedures, specified standards and accreditation bodies during the term of this Agreement.

For clearance of doubt, relevant regulatory provisions shall prevail and supersede any specified standard if there are issues arising out of the provisions of this agreement which lead to any cause of action.

### 4. Scope of the Agreement

This agreement applies to the ASC Product Certification Scheme herein known as the ASC Mark Scheme. This document provides details of the specific conditions the client is required to adhere to for the use of the ASC Mark on specific products that the client manufactures. The agreement covers the duties, obligations and responsibilities of the respective parties prior to and subsequent to certification.

### 5. Commencement and Period of Agreement

This Agreement shall commence on the effective date and shall be valid according to the validity period of the Product Certificate unless terminated in accordance with the termination conditions stipulated in "THE AGREEMENT TO OBTAIN & MAINTAIN THE 'ASC' PRODUCT CERTIFICATION MARK (GENERAL)".

### 6. The Product

A Laptop Computer that uses a separate AC to DC Power Supply Unit fitted with a flexible cord set that has a non-rewireable three-pin plug. The power supply unit operates at 220-240V ac @ 5060Hz. The Laptop has the following wireless features: Bluetooth and Wi-Fi.

#### 6.1 National Technical Regulations

Laptop Computers fall within the scope of the National Regulator for Compulsory Specifications (NRCS) as according to the Compulsory Specification for Electrical and Electronic Apparatus (VC 8055) referenced by the NRCS Act (Act No. 5 of 2008). The product shall always comply with these regulations. Laptop computers that have wireless features also fall within the scope of the Independent Communications Authority of South Africa (ICASA) and thus shall comply to all the specified requirements as according to ICASA's Radio Frequency Type Approval Regulations.

#### 6.2 Product Families

The product types as manufactured shall be identified by the client and shall be recorded for sampling and testing purposes. The types shall be grouped into families as indicated on ANNEX A of this agreement.

### 7. Pre-Certification



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## 7.1 Evaluation

A Pre-Certification evaluation shall be conducted at the client’s premises as arranged between the client and the ASC evaluator.

## 7.2 Sampling

During the evaluation, the ASC evaluator shall conduct sampling of the product from the client’s premises for type testing purposes. The sampling shall be conducted as follows: A sample of the product type shall be selected by the ASC evaluator from the finished goods stores/warehouse or the final stage of the manufacturing process. The evaluator may, upon his/her discretion request the client to remove the sample from its packaging, for inspection purposes.

## 7.3 Testing

Pre-Certification testing shall be carried out as according to ANNEX B of this agreement, on all the sampled product types as identified in the product family. ASC shall identify a Testing Lab that will be used to carry out these tests. The Test Lab shall be accredited to the latest version of ISO 17025 – General requirements for the competency of testing and calibration laboratories. ASC shall inform the client of all the processes involved, including the details of the Test Lab and the cost thereof; in delivering and testing the sample at the identified accredited test lab.

## 8. Post-Certification

### 8.1 Evaluations

ASC shall conduct two (2) separate evaluations per year at the client’s premises, to ensure the that the client adheres to the conditions as set out in this agreement and as well as those stipulated in “THE AGREEMENT TO OBTAIN & MAINTAIN THE ‘ASC’ PRODUCT CERTIFICATION MARK (GENERAL)”. These evaluations shall be carried out by an evaluator appointed by ASC. The evaluator shall plan with the client at least four (4) months prior to the date of the evaluation.

The frequency of these evaluations may be reduced if there is substantial evidence, gathered during these evaluations; over several years, that the Quality Management System of the client is effective and that the products consistently comply with the applicable specification(s). The frequency of the evaluations may be increased if there is substantial evidence that the Quality Management System is not effective and as a result is affecting the quality of the product; the client shall carry the cost of increasing the frequency of the evaluations.

### 8.2 Sampling

During each post-certification evaluation, the ASC evaluator shall conduct sampling of the product from the client’s premises for post-certification testing purposes. The sampling shall be conducted as according to ANNEX A of this certification agreement. During the three (3) year cycle of the product certificate, an equal representative of all product variations shall have been sampled and tested.

### 8.3 Testing

Post-Certification testing shall be carried out as according to ANNEX B of this agreement, on all the sampled product types as identified in the product family. ASC shall identify a Testing Lab that will be used to carry out these tests. The Test Lab shall be accredited to the latest version of ISO 17025 – General requirements for the competency of testing and calibration laboratories. ASC shall inform the client of all the processes involved, including the details of the Test Lab as well as the cost thereof; in delivering and testing the sample at the identified accredited test lab.



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### 9. In-Process Control Measures

The Client shall establish, implement, and maintain a Quality Management System that is in compliance with the requirements of the “AGREEMENT TO OBTAIN & MAINTAIN THE ‘ASC’ PRODUCT CERTIFICATION MARK (GENERAL)”. The Quality Management System shall be effectively implemented to ensure that all the products that are manufactured by the client are consistently compliant with the requirements of the applicable Specification.

The client shall establish a process that is acceptable to ASC with regards to the marking and packaging of the certified product; the marking and packaging shall be done in a manner that will clearly distinguish the certified product from other products.

## ANNEX A (Pre & Post Certification Sampling Matrix)

### Product Specification: SANS 62368-1: 2020

Specification	Description	Family	Range	Pre-Certification	Post- Certification					
					Year 1		Year 2		Year 3	
					1st	2nd	1st	2nd	1st	2nd



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## ANNEX B (Pre & Post Certification Testing Matrix)

### Product Specification: SANS 62368-1: 2020

Clause No.	Test Clause Description	Pre-Certification	Post Certification		
			Year 1	Year 2	Year 3
4	GENERAL				
5	ELECTRICALLY-CAUSED INJURY				
6	ELECTRICALLY-CAUSED FIRE				
7	INJURY CAUSED BY HAZARDOUS SUBSTANCES				
8	MACHENICALLY-CAUSED INJURY				
9	THERMAL BURN INJURY				
10	RADIATION				
<b>ANNEX B</b>	NORMAL OPERATING CONDITION TEST, ABNORMAL OPERATION CONDITION TEST AND SINGLE FAULT CONDITION				



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	TEST.				
<b>ANNEX C</b>	UV RADIATION				
<b>ANNEX D</b>	TEST GEENERATORS				
<b>ANNEX E</b>	TEST CONDITIONS FOR EQUIPMENT CONTAINING AUDIO AMPLIFIERS				
<b>ANNEX F</b>	EQUIPMENT MARKINGS, INSTRUCTIONS, AND INSTRUCTIONAL SAFEGUARDS				
<b>ANNEX G</b>	COMPONENTS				
<b>ANNEX H</b>	CRITERIA FOR TELEPHONE RINGING SIGNALS				
<b>ANNEX J</b>	INSULATED WINDINGS WIRES FOR USE WITHOUT INTERLEAVED INSULATION				
<b>ANNEX K</b>	SAFE INTERLOCKS				
<b>ANNEX L</b>	DISCONNECT DEVICES				
<b>ANNEX M</b>	EQUIPMENT CONTAINING BATTERIES AND THEIR PROTECTION CIRCUITS				
<b>ANNEX N</b>	ELECTROMACHENICAL POTENTIALS				
<b>ANNEX O</b>	MEASUREMENT OF CREEPAGE DISTANCE AND CLEARANCE				
<b>ANNEX P</b>	SAFEGUARD AGAINST CONDUCTIVE OBJECTS				
<b>ANNEX Q</b>	CIRCUITS INTENDED FOR INTERCONNECTION WITH BUILDING WIRING				
<b>ANNEX R</b>	LIMITED SHORT-CIRCUIT TEST				





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<b>ANNEX S</b>	TEST FOR RESISTANCE TO HEAT AND FIRE				
<b>ANNEX T</b>	MECHANICAL STRENGTH TEST				
<b>ANNEX U</b>	MACHENICAL STRENGTH OF CTRs AND PROTECTION AGAINST EFFECTS OF IMPLOSION				
<b>ANNEX V</b>	ACCESSIBLE PARTS OF EQUIPMENT				
<b>ANNEX Y</b>	CONSTRUCTION REQUIREMENTS FOR OUTDOOR ENCLOSURES				
<p>T = Type Test</p> <p>R = Routine Test</p>					

## 10. Undertaking

We hereby undertake not to make any unauthorised use of the words “ASC,” the ASC Mark or the ASC name or anything similar thereto (together the “ASC marks”).

We hereby undertake and agree as follows:

10.1 We shall not advertise, label and/or sell any products bearing the ASC marks, other than those for which we have ASC product certification(s);

10.2 We shall never make any use of the ASC marks without your prior written authorisation;

10.3 We hereby agree that for any unauthorised use by us of your Marks and in order for you to quantify your damages or, in lieu of damages, to determine a reasonable royalty, we agree to be liable for the payment of the respective annual ASC product certification fee, multiplied by factor x, multiplied by the duration of the abuse, and shall do so within 7 (seven) calendar days of notification from you. We acknowledge that this, coupled with your abovementioned notification, shall qualify as a liquid document , ascertaining our indebtedness to you.

10.4 We hereby indemnify and hold you harmless against any loss or damages (including any consequential loss) incurred by you or any claims occasioned as a direct or indirect result of any of our unauthorised use of the ASC marks;

10.5 We shall immediately inform in writing all outlets to which we have supplied services and commodities unlawfully bearing the ASC mark, that the said ASC mark was applied to such commodities without authorisation. We agree to provide you with copies of all such notices;

10.6 We shall immediately recall all of our products/advertising material/labels bearing any of the unauthorized ASC marks from the market place.



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## 11. Contact Details

11.1 Notices, correspondence, other documents or communications of whatever nature in relation to this Memorandum shall be made by the Parties to the following addresses:

11.2 **AFRICA STANDARDS & CERTIFICATIONS (PTY) LTD (ASC):**

Physical address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact person: \_\_\_\_\_

Email: \_\_\_\_\_

11.3 \_\_\_\_\_ : [ **Company Name of Client** ]

Physical address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_