



Certification No.	Mark No.

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

CONTENTS		
Section	Description	Page
1	Details of the Parties involved	2
2	Definitions	3
3	Incorporation of Terms	3
4	Scope of the Agreement	4
5	Commencement and Period of Agreement	4
6	The Product	4
6.1	National Technical Regulations	4
6.2	Product Families	4
7	Pre-Certification	4
7.1	Evaluation	4
7.2	Sampling	4
7.3	Testing	4
8	Post-Certification	5
8.1	Evaluations	5
8.2	Sampling	5
8.3	Testing	5
9	In-Process Control Measures	5
ANNEX A	Pre & Post Certification Testing Matrix	6
ANNEX B	Pre & Post Certification Sampling Matrix	7-8
10	Undertaking	8-9
11	Contact Details	9



Certification No.	Mark No.

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)



Certification No.	Mark No.

(Designation of duly Authorized Person)
(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)”, the IEC 60335-1: 2020 Edition 5.2 / SANS 60335-1: 2018, Edition 3.2 and IEC 60335-2-9:2019 Edition 7 SANS 60335-2-9:2020 Edition 5 Standards:

- 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:**
A Portable Electric Two-Plate Stove (Hotplate).
- e. Product specification:**
IEC 60335-2-9: 2019 / SANS 60335-2-9: 2020 – Household and similar electrical appliances – Safety – Part 2-9: Requirements for grills. Toasters and similar portable cooking appliances.
- 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:**



Certification No.	Mark No.

Testing to which the product is subjected to during the manufacturing process to ascertain whether it complies with specified requirements.

i. Type Testing:

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.

This agreement is specific to:

- SANS 60335-1: 2018 “Household and similar electrical appliances. Safety. Part 1 “General requirements”.
- SANS 60335-2-9: 2020 “Household and similar electrical appliances —Safety. Part 2-9: Particular requirements for grills, toasters and similar portable cooking appliances.

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 Portable Electric Two-Plate Stove (Hotplate) fitted with a flexible cord set that has a non-rewirable three-pin plug, Thermostat, Double spiral plates of 140mm each, Two operating on/off indicator lights and Variable Heat Functionality. The product operates at 220-240V ac @ 50-60Hz, with a maximum power output of 2000W.

6.1 National Technical Regulations

Portable Electric Two-Plate Stoves fall within the scope of the National Regulator for Compulsory Specifications (NRCS) as according to the Compulsory Specification for Electrical and Electronic



Certification No.	Mark No.

Apparatus (VC 8055) referenced by the NRCS Act (Act No. 5 of 2008). The product shall always comply with these regulations.

6.2 Product Families

The product types as manufactured shall be identified by the client as per the standards requirements and be submitted ASC for approval 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

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 if the client has an accredited lab which is within their region, the information shall be provided to ASC for further engagement with the identified lab. 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. Granting of the ASC Permit Certificate (ASC Mark)

8.1 Upon successful application, assessment processes and testing, ASC shall issue Permit/Certificate to the Client which shall be valid for a period of 3 years.

8.2 Rules on the use of ASC Product Mark and its application to products and marketing material are specified in the GPCR documents.

9. Post-Certification

9.1 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.



Certification No.	Mark No.

The frequency of these evaluations may be reduced if there is substantial evidence, gathered during these evaluations; over several years, and that the Risk mitigation to the Quality Management System of the client is effective and the products consistently comply with the applicable specification(s).

The frequency of the evaluations may be increased if there is substantial evidence that the Risk mitigation to 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.

9.2 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.

9.3 Testing

Post-Certification testing shall be carried out at laboratories approved by ASC The approved laboratory and may include the manufacturer's laboratories where it is applicable. In case of a third party or independent laboratory, the Test Lab shall be accredited to the latest version of ISO 17025 – General requirements for the competency of testing and calibration laboratories. Refer to ANNEX B of this agreement on all the sampled product types as identified in the product family. .

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. ASC reserves the right to perform on-site testing and/or witness testing where applicable.

10. 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 Risk based and 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 60335-2-9: 2020



Certification No.	Mark No.

Specification	Description	Family	Range	Pre-Certification	Post-Certification					
					Year 1		Year 2		Year 3	
					1st	2nd	1st	2nd	1st	2nd
SANS 60335-2-9	Portable Electric Two-Plate Stove (Hotplate)	GLE	D1							

ANNEX B (Pre & Post Certification Testing Matrix)

Product Specification: SANS 60335-2-9: 2020



Certification No.	Mark No.

	Test Clause Description	Pre-	Post Certification		
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Clause No.		Certification	Year 1	Year 2	Year 3
6	CLASSIFICATION				
7	MARKING & INSTRUCTIONS				
8	PROTECTION AGAINST LIVE PARTS				
10	POWER INPUT & CURRENT				
11	HEATING				
12	VOID				
13	LEAKAGE CURRENT & ELECTRIC STRENGTH AT OPERATING TEMPERATURE				
14	TRANSIENT OVERVOLTAGES				
15	MOISTURE RESISTANCE				
16	LEAKAGE CURRENT & ELECTRIC STRENGTH				
17	OVERLOAD PROTECTION OF TRANSFORMERS & ASSOCIATED CIRCUITS				
18	ENDURANCE				
19	ABNORMAL OPERATION				
20	STABILITY & MECHANICAL HAZARDS				



Certification No.	Mark No.

21	MECHNICAL STRENGTH				
22	CONSTRUCTION				
23	INTERNAL WIRING				
24	COMPONENTS				
25	SUPPLY CONNECTION & EXTERNAL FLEXIBLE CORDS				
26	TERMINALS FOR EXTERNAL CONDUCTORS				
27	PROVISION FOR EARTHING				
28	SCREWS & CONNECTIONS				
29	CLEARANCES, CREEPAGE DISTANCES & SOLID INSULATION				
30	RESISTANCE TO HEAT & FIRE				
31	RESISTANCE TO RUSTING				
32	RADIATION, TOXICITY & SIMILAR HAZARDS				

T = Type Test

R = Routine Test

11. 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”).



Certification No.	Mark No.

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;



Certification No.	Mark No.

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.

12. 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: _____



Certification No.	Mark No.
PAGE	