

**SIRIM QAS INTERNATIONAL SDN. BHD. (Company No. 199601037981 (410334-X))**  
**GENERAL INFORMATION, TERMS AND CONDITIONS OF THE TESTING SERVICES**

**1.0 INTRODUCTION AND DEFINITIONS**

The TESTING SERVICES DEPARTMENT of SIRIM QAS International Sdn. Bhd. (Company No. 199601037981(410334-X)) provides Testing Services (hereinafter defined) for a wide range of Product (hereinafter defined). Information on specific Testing Services is available from the Testing Section (hereinafter defined). Testing Services are carried out in accordance with the requirements of:

- Standard, specifications, recommendations and similar documents issued by national and international standardisation bodies.
- Regulations and specifications of government authorities.
- Specifications of companies, associations and industries.

In this Terms and Conditions:

"Applicant"	means the person(s) or body(ies) applying for Testing Services
"Product"	means a thing or a substance produced by natural process or manufacture
"Testing Section"	means the testing section under the Testing Services Department, namely: - <ol style="list-style-type: none"><li>1. Chemical, Polymer and Composite Section (CPCT);</li><li>2. Civil and Construction Section (CCST);</li><li>3. Radio Frequency and Electromagnetic Compatibility Section (RFEMCT);</li><li>4. Electrical and Electronics 1 Section (EEST1);</li><li>5. Electrical and Electronics 2 Section (EEST2);</li><li>6. Fire Protection Section (FPST);</li><li>7. Mechanical and Automotive Section (MAST);</li><li>8. Materials Integrity Section (MIST) and</li><li>9. Other testing sections set up from time to time of SIRIM QAS International, Shah Alam, Selangor, its regional offices and branches.</li></ol>
"Testing Services"	means the testing services of the Testing Section
"Testing Services Department"	means the Testing Services Department of SIRIM QAS International
"Test Report"	means the written report of the findings issued by the relevant Testing Section and signed by its duly approved signatories
"Sample"	means one (1) or more of the same Product supplied by the Applicant for the purpose of the Testing Services
"SIRIM QAS International"	means SIRIM QAS International Sdn Bhd (Company No. 199601037981(410334-X)), which is a wholly owned subsidiary of SIRIM
"SIRIM"	means SIRIM Berhad (Company No. 199501038272(367474-V))
"Booking Date"	refers to the date requested by the Applicant for SIRIM QAS International to conduct an in-house testing or site testing

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**2.0 REQUEST FOR TESTING**

- 2.1 All requests for Testing Services shall be addressed to the relevant Testing Section by submitting an application through the SIRIM QAS International portal. The Test Report will be issued based on the information provided by the Applicant during the application process. Any amendments or changes made after the issuance of the Test Report shall adhere to Clause 8.11 and Clause 8.1 herein. Measurement uncertainty shall be included for measured test results in the Test Report when no statement of conformity is required.
- 2.2 For quantitative test results (with values), when a statement of conformity to a specification or standard is applied, the Simple Acceptance Rule shall be used. Unless otherwise stated, the Acceptance Rule with Guard Band will be used, and an additional charge will be incurred accordingly.
- 2.3 For qualitative test results (visual observation), when requested by the Applicant, a statement of conformity shall be included in the Test Report. If there is no request from the Applicant, a statement of conformity can be included in the Test Report at SIRIM QAS International's discretion.
- 2.4 All requests for Testing Services shall contain full details of the Product, together with an adequate description of the Applicant's requirements. SIRIM QAS International reserves the right to refuse to accept or rescind acceptance of any Sample that, in its judgement, poses an unreasonable risk in handling and/or provide Testing Services. The Applicant represents and warrants that any Sample containing hazardous properties to be delivered to SIRIM QAS International will be packaged, labelled, transported, and delivered in accordance with applicable laws. Additionally, any special precautions required under relevant legislation must be specified, particularly when the Product submitted for Testing Services contain hazardous properties.
- 2.5 The Applicant warrants and represents that the Product along with any accompanying documentation submitted for Testing Services, does not infringe upon any copyright, intellectual property rights, or any other rights or interests of any third party. The Applicant agrees to fully indemnify, defend, and hold harmless SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries from and against any and all claims, damages, liabilities, costs, and expenses (including legal fees) arising from or related to any alleged or actual infringement of such rights. This indemnification obligation shall survive the completion of the Testing Services and any subsequent use of the test results by the Applicant.

**3.0 FEES FOR TESTING SERVICES**

- 3.1 The fees for Testing Services will be quoted in the "Quotation Form" (Form PP3). All fees for Testing Services shall be paid in full and in advance. The Test Report will only be released upon settlement of all outstanding sums owed to SIRIM QAS International.
- 3.2 Upon the Applicant executing the "Application for Testing Services Form" (Form PP1), the Applicant confirms the acceptance of the fees for Testing Services as quoted in (Form PP3).
- 3.3 If the submitted Sample fails to meet one or more of the Applicant's test requirements, SIRIM QAS International, at its absolute discretion and unless specifically instructed otherwise in writing by the Applicant, may proceed with the remainder of the test. In the event that any remaining test is aborted, the balance of the fees may, at the absolute discretion of SIRIM QAS International, be reimbursed to the Applicant.

**4.0 SUBMISSION OF THE APPLICATION AND SAMPLE FOR TESTING SERVICE**

- 4.1 All applications, payment and Sample for Testing Services shall be submitted to the relevant Testing Section and its regional offices. Testing Services will be conducted solely on the Sample submitted by the Applicant. The Applicant acknowledges and agrees that the Samples tested and reported by SIRIM QAS International are solely representative of the specific Samples received from the Applicant, and the Test Report shall not be considered indicative of the entire manufactured batch and/or lot.

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- 4.2 If the Sample sent by the Applicant is large and requires special transportation, such as a long trailer, the Applicant shall adhere to the following requirements:
- (a) The Applicant's representative must be available at the time of the Sample's arrival;
  - (b) The Applicant shall communicate with the relevant Testing Section's personnel on the exact time of the Sample's arrival;
  - (c) The transportation agent shall have sufficient manpower to manoeuvre the vehicle when entering and leaving the SIRIM Complex's front gate and unloading Samples at the laboratory. A minimum of three (3) people are suggested: one (1) driver, one (1) traffic controller, and one (1) rear assistant;
  - (d) If the transportation agent could not provide sufficient manpower, the Applicant's representative shall assist the driver;
  - (e) The Applicant shall be responsible for any damage that occurs during the process.
- 4.3 The Applicant shall submit the Sample (all Samples are considered new unless otherwise stated) directly to the relevant Testing Section as mentioned in the Quotation and ensure that the quantity of Samples submitted is adequate and in good working condition.
- 4.4 Packing of the Sample must be adequate. For fragile or hazardous Samples, special instructions regarding unpacking, storage and/or handling shall be attached.
- 4.5 The Applicant is required to clearly mark and identify the submitted Samples and to attach an accurate description of the Product with the submission.
- 4.6 The Applicant shall, at its own expense, retain duplicate copies of all documents submitted to SIRIM QAS International. SIRIM QAS International, SIRIM, and/or other SIRIM subsidiaries shall have no liability for any loss or damage to such documentation.
- 4.7 SIRIM QAS International reserves the right to refuse any application for Testing Services and/or to issue the Test Report if:
- (a) the Applicant has outstanding debts with SIRIM QAS International, SIRIM, and/or other SIRIM subsidiaries; or
  - (b) the Applicant fails, refuses or neglects to pay the fees for the Testing Services in full and in advance; or
  - (c) the information given in Form PP1 is untrue or incorrect.

**5.0 CANCELLATION OR TERMINATION OR POSTPONEMENT OF JOB**

- 5.1 In the case of inadequate documentation and/or Samples, the Applicant shall submit the complete documentation and/or Samples as required by SIRIM QAS International **WITHIN Thirty (30) days** from the date of the notification letter.
- 5.2 If the Applicant fails to comply with Clause 5.1, SIRIM QAS International reserves the right to cancel the application. The Applicant hereby agrees that SIRIM QAS International shall have the right to charge the Applicant for any costs incurred, including an administrative fee of RM100.00 or USD100.
- 5.3 Any cancellation of the Booking Date must be informed by the Applicant at least seven (7) working days prior to the Booking Date. Failure to do so will result in SIRIM QAS International reserving the right to charge twenty-five percent (25%) of the total payment made by the Applicant.
- 5.4 For a test in progress, any cancellation, termination, or postponement of the job will result in a surcharge of RM100 or USD100 for administrative costs, plus additional charges based on the number of completed steps or clauses.
- 5.5 SIRIM QAS International shall refund any fees paid by the Applicant after the necessary deductions for situations described in Clause 5.2, Clause 5.3 and Clause 5.4, if any.

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**6.0 SAFETY RESPONSIBILITIES OF APPLICANT AND CONTRACTORS**

- 6.1 In cases where test samples are required to be installed by the Applicant and/or their appointed contractors, the Applicant and/or appointed contractors shall obtain a "Permit Melakukan Kerja Untuk Kontraktor Pemasangan Sampel Pengujian" / PTW Form (OSH/FOR/17-2) before commencing their work at SIRIM QAS International's premises.
- 6.2 Prior to starting installation/assembly on any Sample for testing, each contractor shall meet with the authorized representative of SIRIM QAS International, who will brief the contractors on safety responsibilities.
- 6.3 If the contractors fail to adhere and observe to safety responsibilities, SIRIM QAS International shall immediately stop any part of the work deemed unsafe until corrective measures are taken.

**7.0 CONDITIONS OF ISSUANCE OF TEST REPORT**

- 7.1 The Test Report shall only be released under the following conditions:
- (a) There are no outstanding sums owing to SIRIM QAS International, SIRIM, and/or other SIRIM subsidiaries; and
  - (b) It shall be issued only to the Applicant named in Form PP1 or to the named recipient authorised in the "Issuing of Test Report Form" (Form PP5).
- 7.2 The electronic Test Report will be sent to the Applicant's email address as stated in the "Application for Testing Services Form" (Form PP1). In any event, SIRIM QAS International, SIRIM, and/or other SIRIM subsidiaries shall not be liable for any non-receipt of the Test Report.
- 7.3 The softcopy of Test Report can be downloaded by the Applicant up to three (3) times **ONLY**.
- 7.4 If any additional certified true copy(ies) or softcopy of the Test Report is requested by the Applicant, it shall be charged accordingly and shall be based on a written request by the Applicant. The certified true copy(ies) or softcopy of the Test Report shall only be provided for Test Reports issued not more than **three (3) years** from the date of issuance.
- 7.5 Any Test Report issued by SIRIM QAS International is provided solely for the benefit of the Applicant or its authorized representatives and shall be considered the confidential property of the Applicant.
- 7.6 The Test Reports are issued based on the information, documents, or Sample received from the Applicant and known to SIRIM QAS International at the time the Testing Services are carried out. SIRIM QAS International shall not be liable or responsible for any incorrect or inaccurate results arising from unclear, erroneous, misleading, or false information provided by the Applicant, who may be directly or indirectly affected by the findings or the accuracy of the Test Report.
- 7.7 The Sample submitted by the Applicant shall be tested according to any published or non-published standard or method as discussed and agreed upon by the Applicant and SIRIM QAS International. In the absence of any written instruction, the Applicant is deemed to have agreed to and accepted the standard or method used by SIRIM QAS International in testing the Sample. However, SIRIM QAS International shall state the standard or method used in the Test Report, where appropriate.

**8.0 CONDITIONS RELATING TO THE USE OF TEST REPORT**

- 8.1 A Test Report will be issued in respect of the Testing Services conducted and shall relate only to the Sample actually tested by SIRIM QAS International. The results in the Test Report will be based on all the information provided by the Applicant, unless otherwise stated. SIRIM QAS International makes no warranties whatsoever, and the Applicant shall not represent in any manner that any duplication or mass production of the Product is identical to the Sample actually tested, or that SIRIM QAS International has tested any duplicated or mass-produced Product. Measurement uncertainty shall be included in the Test Report when no statement of conformity is required.

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- 8.2 For quantitative test results (with values), when a statement of conformity to a specification or standard is applied, the Simple Acceptance Rule shall be used. Unless otherwise stated, the Acceptance Rule with Guard Band will be applied, and an additional charge will be incurred accordingly.
- 8.3 For qualitative test results (visual observation), when requested by the Applicant, a statement of conformity shall be included in the Test Report. If there is no request by the Applicant, a statement of conformity can be included in the Test Report based on SIRIM QAS International's discretion.
- 8.4 The Applicant shall not at any time misrepresent the content of any Test Report provided by SIRIM QAS International, nor shall the Test Report be misused, amended, changed, varied, or modified in any manner whatsoever by the Applicant or otherwise.
- 8.5 The Test Report shall not be reproduced, except in full, without the written approval from the Head of Quality, Occupational Safety and Health & Environment (QOSHE) of SIRIM QAS International of No. 1, Block 8, Persiaran Dato' Menteri, Section 2, P.O. Box 7035, 40700, Shah Alam, Selangor Darul Ehsan.
- 8.6 The Applicant is not permitted to use any SIRIM QAS International, SIRIM or other SIRIM subsidiaries' logos or words on packaging, Sample manuals, technical specifications, items and products.
- 8.7 Subject to consent and written approval from the Head of Quality, Occupational Safety and Health & Environment (QOSHE) of SIRIM QAS International, the Applicant may use the SIRIM QAS International logo or word on promotional materials. The Applicant shall only include the phrase, "A sample of this product has been tested by SIRIM QAS International ... (Test Report No) ... (dated) ... (for what test) ... (to which standard)" or similar words emphasizing that only the sample was tested. This phrase shall only be used for product advertisement or promotion (e.g.: brochures, flyers, official website). For clarity, the statement shall not be used on the samples, packaging, items or products.
- 8.8 In the event there is an investigation from a Government Regulatory Agency concerning the Applicant's Test Report, SIRIM QAS International may disclose the information pertaining to the Test Report for the purposes of such investigation.
- 8.9 In the event the Applicant is found in breach of this provision, SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries may, without prejudice to any other rights and remedies, take whatever actions are necessary including but not limited to:
- (a) Informing and placing a notice in the media;
  - (b) Obtaining an injunction from the Court (costs on a solicitor-customer basis to be borne by the Applicant);
  - (c) Refusing to accept any further Product for Testing Services from the Applicant or whosoever related to the Applicant, whether subsidiary or otherwise;
  - (d) Instructing the Applicant to withdraw and recall the advertisement, statement, or document in question and to publish a clarification and apology to SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries twice in a national publication of SIRIM QAS International's choice at the Applicant's sole cost; or
  - (e) Informing or lodging a report pertaining the Applicant's Test Report with the relevant authorities.
- 8.10 SIRIM QAS International is committed to supporting environmentally friendly business practices by reducing paper consumption. Therefore, we do not issue any hard copies of the Test Report to the Applicant. However, additional certified true copies or softcopies of the Test Report may be issued upon request by the Applicant, subject to payment of the relevant fee. Certified true copies or softcopies of the Test Report shall only be provided for Test Reports issued not more than **three (3) years** from the date of issuance.
- 8.11 The issuance of an Amendment Report due to the following reasons is chargeable to the Applicant:

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- (a) Typo or change<sup>1</sup> in details of the Applicant's name and/or address; or
- (b) Typo or change<sup>1</sup> in details of the Manufacturer's name and/or address; or
- (c) Typo or change<sup>1</sup> in details of the Factory location name and/or address; or
- (d) Typo or change<sup>1</sup> in details of the brand, size, model and/or type designation; or
- (e) Typo in details of the description of sample.

Note: <sup>1</sup>Applicable only for electrical and electronic products based on IEC EE OD-2020.

8.12 Any corrections and/or changes to the Report requested by the Applicant shall only be allowed if the date of issuance of the original Test Report has not exceeded six (6) months and shall be limited to a maximum of three (3) times. After either of these conditions is met, no further amendments to the Test Report shall be issued.

8.13 However, the issuance of a Supplementary Report due to the following reasons is free of charge (FOC):

- (a) Misprints and typographical errors;
- (b) Missing technical information as agreed in the PP1 form;
- (c) Test data not reported; or
- (d) Mistakes in the reporting of test data.

**9.0 COLLECTION AND DISPOSAL OF TESTED SAMPLE(S)**

9.1 The Applicant shall collect the tested Sample(s) within two (2) weeks from the date of being notified in writing by SIRIM QAS International or subject to mutual consensus/agreement with SIRIM QAS International. SIRIM QAS International may send the notice by ordinary mail or facsimile and no proof of posting or that it has been sent by facsimile is necessary.

9.2 SIRIM QAS International has the right to dispose of the tested Sample after the abovementioned period, in whatever manner is deemed appropriate at the discretion of SIRIM QAS International.

9.3 SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries shall not be liable in any manner whatsoever for any loss suffered by the Applicant as a result of the disposal of the sample after the said two (2) weeks.

**10.0 CONFIDENTIALITY AND IMPARTIALITY**

10.1 The Applicant shall not disclose to any third party any information obtained from SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries which is confidential in nature.

10.2 SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries' obligations of confidentiality to the Applicant shall not apply to information which:

- (a) is already in the public domain or becomes part of the public domain other than a result of the wrongful disclosure by SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries; or
- (b) is independently developed or procured by SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries.

10.3 When the relevant Testing Section is required by law or authorized by contractual arrangements to release confidential information, the Applicant or individual concerned shall, unless prohibited by law, be notified of the information provided.

10.4 Information about the Applicant obtained from sources other than the Applicant (e.g. complainants, regulators) shall be confidential between the Applicant and the relevant Testing Section. The provider (source) of this information shall remain confidential to the relevant Testing Section and shall not be shared with the Applicant, unless agreed by the source.

10.5 To maintain impartiality, the Applicant shall have no affiliation with SIRIM QAS International in any way that could influence SIRIM QAS International's decisions.

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**11.0 INDEMNITY**

- 11.1 SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries, as well as any of its directors, employees, or agents, shall not be liable for:
- (a) Any damage (including consequential damage), loss, expense, injury, or bodily harm to the Applicant or to third parties resulting from the usage or consumption of the Product when a different sample was submitted for Testing Services;
  - (b) Any damage (including consequential damage), loss, expense, injury, or bodily harm suffered by the Applicant or by third parties after the return of the sample by SIRIM QAS International;
  - (c) Any damage (including consequential damage), loss, expense, injury, or bodily harm to the Applicant caused by whatever reason, including but not limited to delays in carrying out the Testing Services or issuing the Test Report, or by the refusal of SIRIM QAS International to issue a Test Report to the Applicant.
- 11.2 In any event, and notwithstanding anything contained herein, the liability of SIRIM QAS International, SIRIM, and/or other SIRIM subsidiaries, as well as any of its directors, employees, or agents shall not include any consequential damage and shall, in any event be limited to the amount paid by the Applicant to SIRIM QAS International for the Testing Services of the Sample.
- 11.3 The Applicant shall indemnify SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries, as well as any of its directors, employees, or agents:
- (a) against any claim made by third parties in respect of any damage (including consequential damage), loss, expense injury, or bodily harm caused directly or indirectly to such third parties by any decision, report, or statement made relating to the Product;
  - (b) against any damage (including consequential damage), loss, expense, injury or bodily harm suffered as a result of the Product, including but not limited to a dangerous defect or content of the Product, whether apparent on inspection or not, or for product liability; and
  - (c) against any damage (including consequential damage), loss, expense, injury, or bodily harm which may arise from any difference between the Sample actually tested and the duplication or mass production of the Product which is purported to be identical with the Sample actually tested.
- 11.4 Without derogation of any term or condition herein, SIRIM QAS International shall be advised of any Product submitted that has a high replacement value, is confidential and/or is dangerous in any manner.
- 11.5 In the event of SIRIM QAS International's, SIRIM's and/or other SIRIM subsidiaries' equipment or machinery is damaged during the Testing Services, including but not limited to a false or negligent declaration of the Product by the Applicant, the Applicant is liable for the damage (including consequential damage), loss, expense, injury, or bodily harm suffered by SIRIM QAS International, SIRIM, and/or other SIRIM subsidiaries as well as any of its directors, employees, or agents.
- 11.6 SIRIM QAS International, SIRIM and/or other SIRIM subsidiaries shall not be liable for:
- (a) any damages to the Sample during testing activities conducted diligently, unless it can be proven that there was negligence by SIRIM QAS International; and
  - (b) any damages after testing activities.

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**12.0 ANTI-BRIBERY COMPLIANCE**

- 12.1 The Applicant or any of its subsidiaries or affiliates, or any directors, officers, agents, servants, employees or other persons associated with or acting on behalf of the Applicant, or any of its subsidiaries or affiliates shall:
- (a) comply with all applicable laws and policies relating to anti-bribery and anti-corruption including the Malaysian Anti-Corruption Commission Act (MACC Act) and any amendments thereto ("Anti-Corruption Laws");
  - (b) not engage in any act which would constitute an offence under the Anti-Corruption Laws irrespective of whether or not such act had been carried out inside or outside Malaysia;
  - (c) comply with the ethics, anti-bribery and anti-corruption policies pursuant to the Anti-Corruption Laws;
  - (d) have and shall maintain in place adequate procedures under the Anti-Corruption Laws to ensure compliance thereunder.
- 12.2 If the Applicant or any of its subsidiaries or affiliates, or any directors, officers, agents, servants, employees or other persons associated with or acting on behalf of the Applicant, or any of its subsidiaries or affiliates, is convicted by a court of law for involvement in bribery or corruption or unlawful or illegal activities, SIRIM QAS International shall be entitled to terminate all applications for Testing Services at any time, by giving immediate written notice to that effect to the Applicant.
- 12.3 Upon such termination in Clause 12.2 above, SIRIM QAS International shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by SIRIM QAS International arising from such termination. For the avoidance of doubt, the Parties hereby agree that the Applicant shall not be entitled to claim from SIRIM QAS International any form of losses including loss of profit, damages, claims or whatsoever upon termination of all applications for Testing Services under this Clause.

**13.0 MISCELLANEOUS**

- 13.1 The Applicant agrees that SIRIM QAS International may, at its absolute discretion, amend and/or vary this Terms and Conditions.
- 13.2 Any notice to be given to either party shall be in writing and directed to the address in Form PP1, as stated herein, or any other address informed in accordance with the provisions of this Clause. If sent by the Applicant to SIRIM QAS International, it shall be deemed received on the day of acknowledgement of receipt. If sent by SIRIM QAS International to the Applicant, it shall be deemed received, three (3) days after posting, or if sent by hand, on the same day.
- 13.3 Neither party is entitled to assign or novate their respective rights or liabilities hereunder without the prior written approval of the other party.
- 13.4 No rule of construction shall apply to the disadvantage of SIRIM QAS International, SIRIM, and/or other SIRIM subsidiaries because SIRIM QAS International was responsible for the preparation of this Terms and Conditions.
- 13.5 Words importing the singular, where the context so admits, include the plural and vice versa.
- 13.6 This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.
- 13.7 Any government or service tax pursuant to this Terms and Conditions shall be borne by the Applicant.
- 13.8 If there is a conflict between the English and the Malay version of this Terms and Conditions, the English version shall prevail.
- 13.9 The parties shall comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations relating to data protection law of any countries, including but not limited to the Personal Data Protection



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Act 2010 of Malaysia (PDPA 2010), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under this Terms and Conditions. The Applicant agrees to comply with SIRIM's Personal Data Protection Guidelines as updated by SIRIM QAS International from time to time. A copy of the Personal Data Protection Guidelines can be obtained from <http://www.sirim-qas.com.my/privacy-policy>.

- 13.10 If any provision of this Terms and Conditions is rendered invalid or unenforceable by any legislation to which it is subject, such provision shall be fully severable and this Terms and Conditions shall be construed as if such invalid or unenforceable provision had never comprised a part of this Terms and Conditions. The remaining provisions of this Terms and Conditions shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Terms and Conditions.
- 13.11 This Terms and Conditions constitutes the entire agreement between the Applicant and SIRIM QAS International and supersedes all other prior representations, agreements, statements, and understandings, whether verbal or in writing.
- 13.12 The headings contained in these Terms and Conditions are inserted for convenience only and in no way define, limit, or extend the scope or intent of any provision herein.
- 13.13 The failure of SIRIM QAS International to enforce any right or provision of this Terms and Conditions shall not be deemed a waiver of such right or provision. A waiver of any provisions of this Terms and Conditions by SIRIM QAS International shall only be effective if it is in writing and signed by an authorized representative of SIRIM QAS International. Any waiver of any provisions of this Terms and Conditions shall not be construed as a waiver of any other provisions of this Terms and Conditions.
- 13.14 The Applicant hereby agrees to be bound by each term and condition set forth herein, irrespective of any conflicting terms in other documents (whenever issued) by SIRIM QAS International that may differ from or be inconsistent with those stated herein. These Terms and Conditions shall bind the Applicant, their successors-in-title, authorized representatives, and permitted assigns, and shall inure to the benefit of SIRIM QAS International, SIRIM, other SIRIM subsidiaries, their officers, directors, shareholders, and their successors and permitted assigns.