

CONFORMITY ASSESSMENT DIVISION, SIRIM BERHAD
(Company No. 199501038272 (367474-V))
GENERAL INFORMATION, TERMS AND CONDITIONS OF THE TESTING SERVICES

1.0 INTRODUCTION AND DEFINITIONS

The TESTING SERVICES DEPARTMENT of Conformity Assessment Division, SIRIM Berhad (Company No. 199501038272 (367474-V)) 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: - 1. Chemical, Polymer and Composite Section (CPCT); 2. Civil and Construction Section (CCST); 3. Radio Frequency and Electromagnetic Compatibility Section (RFEMCT); 4. Electrical and Electronics 1 Section (EEST1); 5. Electrical and Electronics 2 Section (EEST2); 6. Fire Protection Section (FPST); 7. Mechanical and Automotive Section (MAST); 8. Materials Integrity Section (MIST) and 9. Other testing sections set up from time to time of Conformity Assessment Division, Shah Alam, Selangor, its regional offices and branches.
"Testing Services"	
"Testing Services Department"	means the testing services of the Testing Section means the Testing Services Department of Conformity Assessment Division
"Test Report"	
"Sample"	means the written report of the findings issued by the relevant Testing Section and signed by its duly approved signatories means one (1) or more of the same Product supplied by the Applicant for the purpose of the Testing Services
"Conformity Assessment Division"	means Conformity Assessment Division, SIRIM Berhad (Company No. 199501038272 (367474-V))
"SIRIM"	
"Booking Date"	means SIRIM Berhad (Company No. 199501038272 (367474-V)) refers to the date requested by the Applicant for Conformity Assessment Division 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 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 8.12 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 The issuance of a Test Report shall not constitute in any manner whatsoever certification, approval, endorsement, licensing, or regulatory compliance of any Product unless expressly stated in writing by SIRIM.
- 2.3 This Terms and Conditions and any Test Report issued are intended solely for the benefit of the Applicant. No third party shall have any right to rely on the Test Report, and SIRIM shall owe no duty of care or liability to any third party.
- 2.4 The Applicant shall bear full responsibility for ensuring that any Product complies with all applicable laws, regulations, and standards. SIRIM assumes no responsibility for the commercialisation, distribution, or use of the Product due to the Applicant's negligence, fault or default.
- 2.5 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.
- 2.6 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 Conformity Assessment Division's discretion.
- 2.7 All requests for Testing Services shall contain full details of the Product, together with an adequate description of the Applicant's requirements. Conformity Assessment Division 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 Conformity Assessment Division 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.
- 2.8 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 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.
- 2.9 The Applicant acknowledges that:
- (a) all Testing Services are performed based solely on the Sample and information provided;
 - (b) SIRIM does not verify the completeness or accuracy of such information; and
 - (c) reliance on inaccurate, incomplete, or misleading information shall be entirely at the Applicant's sole risk.

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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 Conformity Assessment Division.
- 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, Conformity Assessment Division, 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 Conformity Assessment Division, 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 that the Sample tested is not necessarily representative of any batch, lot, or production run. SIRIM makes no representation or warranty as to consistency between the Sample tested and any mass-produced Product.
- Once a Sample is submitted, no modifications, amendments or substitutions are permitted. Any such changes will require the submission of a new application; a fee will be charged. Results obtained during testing may not be disclosed; final results will only be released upon issuance of the official Test Report. Any request for additional analysis related to the reported results must be submitted within two (2) weeks from the date of issuance of the original Test Report.
- 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; and
 - (f) All costs and expenses in respect of the transportation and other related costs shall be fully borne by the Applicant.
- 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 Conformity Assessment Division. SIRIM shall have no liability for any loss or damage to such documentation.

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4.7	SIRIM reserves the right to verify any information provided by the Applicant and may request supporting documents or clarification at any time.
4.8	Conformity Assessment Division 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; 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 Conformity Assessment Division WITHIN Thirty (30) days from the date of the notification letter.
5.2	If the Applicant fails to comply with Clause 5.1 above, Conformity Assessment Division reserves the right to cancel the application. The Applicant hereby agrees that Conformity Assessment Division shall have the right to charge the Applicant for any costs incurred, including an administrative fee of RM100.00 (local Applicant) or USD100 (foreign Applicant).
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 Conformity Assessment Division 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 (local Applicant) or USD100 (foreign Applicant) for administrative costs, plus additional charges based on the number of completed steps or clauses.
5.5	Conformity Assessment Division 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.
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 Conformity Assessment Division's premises.
6.2	Prior to starting installation/assembly on any Sample for testing, each contractor shall meet with the authorized representative of Conformity Assessment Division, who will brief the contractors on safety responsibilities.
6.3	If the contractors fail to adhere and observe to safety responsibilities, Conformity Assessment Division 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; 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).

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- 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 shall not be liable for any reasons whatsoever for the following:
- (a) any non-receipt of the Test Report; and/or
 - (b) any failure of electronic delivery, including non-receipt, server issues, or spam filtering.
- 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 Conformity Assessment Division 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 Conformity Assessment Division at the time the Testing Services are carried out. Conformity Assessment Division 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 Conformity Assessment Division. In the absence of any written instruction, the Applicant is deemed to have agreed to and accepted the standard or method used by Conformity Assessment Division in testing the Sample. However, Conformity Assessment Division 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 shall be issued in respect of the Testing Services conducted and shall relate solely to the specific Sample tested.
- (a) The Applicant acknowledges and agrees that the Sample tested may not be representative of any production batch, lot, or mass-produced Product.
 - (b) The results in the Test Report are derived solely from:
 - (i) the Sample submitted; and
 - (ii) the information provided by the Applicant,and SIRIM makes no warranties or representations whatsoever, whether express or implied, including but not limited to any warranties of accuracy, completeness, merchantability, or fitness for a particular purpose.
 - (c) The Applicant shall not, whether directly or indirectly, represent, imply, or create any impression that:
 - (i) any mass-produced Product is identical or equivalent to the Sample tested;
 - (ii) SIRIM has tested, certified, approved, or endorsed any Product other than the specific Sample tested; or
 - (iii) the Test Report applies to any product, batch, or production beyond the Sample tested.
- 8.2 The Test Report shall:
- (a) relates only to the Sample tested;
 - (b) not be reproduced except in full without prior written approval from SIRIM;
 - (c) not be used in any misleading or deceptive manner;

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(d) not be used in a manner that implies certification, approval, endorsement, or any conformity assessment decision by SIRIM. The Test Report may be referenced or submitted as supporting evidence in certification, regulatory, or conformity assessment processes conducted by authorised certification bodies or regulatory authorities.

Any unauthorised alteration shall render the Test Report null and void.

- 8.3 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.
- 8.4 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 Conformity Assessment Division's discretion.
- 8.5 The Applicant shall not at any time misrepresent the content of any Test Report provided by Conformity Assessment Division, nor shall the Test Report be misused, amended, changed, varied, or modified in any manner whatsoever by the Applicant or otherwise.
- 8.6 The Test Report shall not be reproduced, except in full, without the written approval from the Head of Quality & Compliance Section (QCS) of Conformity Assessment Division, SIRIM Berhad of Building 8, SIRIM Complex, No. 1, Persiaran Dato' Menteri, Section 2, P.O. Box 7035, 40700 Shah Alam, Selangor Darul Ehsan.
- 8.7 The Applicant is not permitted to use any SIRIM' logos or words on packaging, Sample manuals, technical specifications, items and products.
- 8.8 Subject to consent and written approval from the Head of Quality & Compliance Section (QCS) of Conformity Assessment Division, SIRIM Berhad, the Applicant may use the SIRIM logo or word on promotional materials. The Applicant shall only include the phrase, "A sample of this product has been tested by SIRIM... (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.
- 8.9 In the event there is an investigation from a Government Regulatory Agency concerning the Applicant's Test Report, Conformity Assessment Division may disclose the information pertaining to the Test Report for the purposes of such investigation.
- 8.10 In the event the Applicant is found in breach of this provision, SIRIM may, without prejudice to any other rights and remedies available under the law, 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 twice in a national publication of SIRIM'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.

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- 8.11 Conformity Assessment Division 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.
- 8.12 The issuance of an Amendment Report due to the following reasons is chargeable to the Applicant:
- (a) Typo or change¹ in details of the Applicant's name and/or address; or
 - (b) Typo or change¹ in details of the Manufacturer's name and/or address; or
 - (c) Typo or change¹ in details of the Factory location name and/or address; or
 - (d) Typo or change¹ in details of the brand, size, model and/or type designation; or
 - (e) Typo in details of the description of sample.
- Note: ¹Applicable only for electrical and electronic products based on IECEE OD-2020.
- 8.13 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.
- 8.14 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.
- 8.15 SIRIM shall not be responsible for any failure of electronic delivery, including non-receipt, server issues, or spam filtering.

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 Conformity Assessment Division or subject to mutual consensus/agreement with Conformity Assessment Division. Conformity Assessment Division 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 Conformity Assessment Division has the right to dispose of the tested Sample after the abovementioned period, in whatever manner is deemed appropriate at the discretion of Conformity Assessment Division.
- 9.3 SIRIM 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 which is confidential in nature.
- 10.2 SIRIM' 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; or
 - (b) is independently developed or procured by SIRIM.

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- 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 Conformity Assessment Division in any way that could influence Conformity Assessment Division's decisions.

11.0 INDEMNITY

- 11.1 SIRIM, 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 Conformity Assessment Division;
 - (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 Conformity Assessment Division to issue a Test Report to the Applicant.
- 11.2 To the fullest extent permitted by law:
- (a) SIRIM shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profit, business, or reputation;
 - (b) SIRIM's total aggregate liability shall not exceed the fees paid by the Applicant;
 - (c) this limitation applies regardless of the legal basis (contract, tort, negligence, strict liability, or otherwise).
- 11.3 The Applicant shall fully indemnify, defend, and hold harmless SIRIM, its directors, employees, and agents from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, costs, and expenses (including legal fees on a full indemnity basis), whether direct or indirect, arising out of or in connection with:
- (a) any use or reliance on the Test Report by the Applicant or any third party;
 - (b) any misuse, misrepresentation, or unauthorised use of the Test Report, including but not limited to misleading marketing, advertising, or promotional materials;
 - (c) any breach by the Applicant of any applicable laws, regulations, or standards, including regulatory enforcement actions;
 - (d) any defect, deficiency, or hazardous nature of the Product, including product liability claims, whether apparent or latent;
 - (e) any difference between the Sample tested and any mass-produced or distributed Product;
 - (f) any false, inaccurate, incomplete, or misleading information or documentation provided by the Applicant, including fraudulent or falsified Samples; and
 - (g) any act, omission, negligence, or misconduct of the Applicant or its employees, agents, contractors, or representatives.

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- 11.4 Without derogation of any term or condition herein, Conformity Assessment Division 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 that any equipment or machinery of SIRIM is damaged during the Testing Services, including as a result of any false, inaccurate, or negligent declaration by the Applicant, the Applicant shall be liable for all resulting damage, loss, costs, and expenses (including consequential losses) suffered by SIRIM, as well as any of its directors, employees or agents...
- 11.6 SIRIM shall not be liable for:
- (a) any damage to the Sample arising from testing activities carried out with reasonable care and skill;
 - (b) any loss, damage, or deterioration of the Sample after completion of testing;
 - (c) any delay, interruption, or inability to perform the Testing Services;
 - (d) any indirect, incidental, or consequential loss, including loss of profit, business, or reputation.
- 11.7 The indemnity obligations under this Clause shall survive the completion of the Testing Services and the issuance of the Test Report.

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, Conformity Assessment Division 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, Conformity Assessment Division shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by Conformity Assessment Division arising from such termination. For the avoidance of doubt, the Parties hereby agree that the Applicant shall not be entitled to claim from Conformity Assessment Division 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 Conformity Assessment Division may, at its absolute discretion, amend and/or vary this Terms and Conditions without notice to the Applicant.

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- 13.2 SIRIM shall not be liable for any delay or failure in performance due to events beyond its reasonable control, including but not limited to acts of God, pandemics, equipment failure, fire, labour disputes, governmental actions, or supply disruptions.
- 13.3 Any legal claim must be brought within one (1) week from the date of issuance of the Test Report, failing which it shall be time-barred.
- 13.4 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 Conformity Assessment Division, it shall be deemed received on the day of acknowledgement of receipt. If sent by Conformity Assessment Division to the Applicant, it shall be deemed received, three (3) days after posting, or if sent by hand, on the same day. SIRIM shall not be responsible for any failure of electronic delivery, including non-receipt, server issues, or spam filtering.
- 13.5 Neither party is entitled to assign or novate their respective rights or liabilities hereunder without the prior written approval of the other party.
- 13.6 No rule of construction shall apply to the disadvantage of SIRIM because Conformity Assessment Division was responsible for the preparation of this Terms and Conditions.
- 13.7 Words importing the singular, where the context so admits, include the plural and vice versa.
- 13.8 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.
- 13.9 Any government or service tax pursuant to this Terms and Conditions shall be borne by the Applicant.
- 13.10 If there is a conflict between the English and the Malay version of this Terms and Conditions, the English version shall prevail.
- 13.11 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 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 Conformity Assessment Division from time to time. A copy of the Personal Data Protection Guidelines can be obtained from <https://www.sirim.my/Privacy-Policy>.
- 13.12 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.
- 13.13 This Terms and Conditions constitutes the entire agreement between the Applicant and Conformity Assessment Division and supersedes all other prior representations, agreements, statements, and understandings, whether verbal or in writing.
- 13.14 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.

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- 13.15 The failure of Conformity Assessment Division 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 Conformity Assessment Division shall only be effective if it is in writing and signed by an authorized representative of Conformity Assessment Division. 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.
- 13.16 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 Conformity Assessment Division 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, their officers, directors, shareholders, and their successors and permitted assigns.
- (a) proven that there was negligence by Conformity Assessment Division; and
(b) any damages after testing activities.