

Section 4 Terms and Conditions

- (i) I agree that in consideration of AGA accepting this *Application* the *Customer* shall comply with and be bound by the Rules Governing, which are expressly incorporated in this *Application*.
- (ii) I agree that I have read and understood the Rules Governing prior to making this *Application*.
- (iii) I am authorised to sign this *Application* on behalf of the *Customer* and to bind the *Customer* to comply with the Rules Governing.
- (iv) I acknowledge:
 - (a) Italicised words in this Application bear the same meaning as in the Rules Governing.
 - (b) A copy of the Rules Governing is available from the AGA office or from the AGA website (www.aga.asn.au)

Signed for and on behalf of the *Customer* by the undersigned who warrants that he/she is authorised to sign this *Application* on behalf of the *Customer* and to bind the *Customer* to comply with each of the *Customer's* obligations under the Rules Governing.

Print Name and Job Title

Signature

<p>_____</p>	
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Company Name

Date

--	--

PLEASE RETURN COMPLETED APPLICATION FORM TO:

Telephone: + 613 9580 4500
 Fax: +613 9580 5500
 e-mail: office@aga.asn.au

Chief Executive
 AGA
 PO BOX 122
 BRAESIDE VICTORIA 3195
 AUSTRALIA



The Australian Gas Association

ABN: 98 004 206 044

A large, horizontal cyan ribbon with a 3D effect and a drop shadow is centered on the page. The ribbon has a central rectangular section and two pointed ends that taper to a point.

The Rules Governing

January 2008

The AGA Test Station Certification Scheme



Rules Governing the AGA Test Station Certification Scheme

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1 PURPOSE

The AGA Test Station Certification Scheme is intended to assist owners of test stations to achieve and maintain a Certificate for the purposes of the Standards.

2 UNDERTAKING

The Customer undertakes to comply with these Rules Governing and understands and agrees that Certification is conditional upon such an undertaking. The Customer also undertakes to comply with any changes to these Rules Governing as may occur from time to time.

3 SCOPE

The AGA Test Station Certification Scheme covers the requirements set out in AS 2337.1, AS 2337.2 and AS 2337.3.

4 DEFINITIONS

Application means a written request, made by the Customer to the Certifying Body under these Rules Governing, seeking a Certificate in respect of the requirements set out in these Rules Governing and includes all documents submitted in support of that Application.

AGA Test Station Certification Scheme means the certification scheme as described in these Rules Governing.

AGA Test Station Mark means the mark shown in Appendix 5 and which incorporates the Test Station Number.

Audit means an Evaluation Audit or a Monitoring Audit.

Authorised Bodies means such bodies as the Certifying Body may authorise to conduct one or more assessments as part of an Audit.

Note: Authorised Bodies are not agents of the Certifying Body and do not act on its behalf or represent it in any manner.

Certificate means a certificate issued by the Certifying Body to the Customer evidencing that the requirements of the AGA Cylinder Certification Scheme have been satisfied and is a certificate of conformity for the purposes of the Standards.

Certificate Holder means the Customer whose name is set out on the Certificate, and recorded within the Certifying Body's record systems, as the Certificate Holder and who is the sole person responsible for Test Station endorsed thereon, including ensuring continued compliance with the requirements of the AGA Test Station Certification Scheme.

Certification means the act of certifying that the Test Station satisfactorily demonstrates compliance with the Test Station Requirements.

Certifying Body means The Australian Gas Association: ABN 98 004 206 044, which is also a certification organisation for the purposes of the Standards.

Container means a pressure vessel, cylinder or tank for the storage of LPG to be used as fuel for the internal combustion engine the particulars of which are described in AS / NZS 1425 and AS 4942.

Customer means the owner of the Station and whose name appears in the Application as the person seeking to be issued with a Certificate and in relation to post-Certification issues includes any person whose name appears on any Certificate at any time.

Evaluation Audit means an audit conducted at the application stage by the Certifying Body, its employees or contractors, at the Station, to provide a degree of assurance that the Station is in compliance with the Test Station Requirements.

Gas Cylinder means a rigid pressure receptacle, of water capacity between 0.1 kg and 3000 kg, without openings or integral attachments on the shell other than at the ends, designed for the storage of gases under pressure, the particulars of which are described in AS 2030.1.

Information means information not publicly available provided by the Customer to the Certifying Body.

Markings means the markings as required by the Standard(s) and includes the AGA Test Station Mark (see Appendix 5).

Monitoring Audit means an audit conducted at the post Certification stage by the Certifying Body, its employees or contractors, at the Test Station, to provide a degree of assurance that the Test Station continues to comply with the Test Station Requirements.

MP 48 is a Miscellaneous Publication entitled "Certificated Gas Test Stations", which lists Test Stations certified to comply with the Test Station Requirements.

Nominated Signatory means a person employed by the Customer, and approved by the Certifying Body as being familiar with detailed requirements of Standards and certification requirements for cylinders inspected and tested by the Test Station, and whom the Certifying Body lists on the Certificate.

Non-Compliance means (i) non-compliance due to the Test Station not complying with the Test Station Requirements, and/or (ii) Product non-compliance prior to or following assessments and/or tests conducted by the Test Station.

Product means a Gas Cylinder or a Container.

Regulatory Authority means an Australian State, Territory or Commonwealth government body exercising jurisdiction over Products.

Released Product means Product assessed and/or tested and marked by the Test Station, and which has been released into the marketplace.

Relocation means the relocation of a Station to another location.

Rules Governing means these Rules Governing including its Appendices as amended by the Certifying Body from time to time and by which the Certifying Body and the Customer agree to be bound.

Standard(s) means AS 2337.1, AS 2337.2 or AS2337.3 and the Standards referred to therein.

Station means the Customer's gas cylinder test station comprising of the Customer's combination of nominated personnel, equipment and procedures, located at the Customer's premises.

Test Report means a report developed by the Test Station for a Product, following its inspection and testing of that Product, and which must contain all details required for reports described in the Standards.

Test Station means the Station, which has been verified by the Certifying Body, during the Evaluation Audit and/or subsequent Monitoring Audits, as being in conformity with the Test Station Requirements.

Test Station Manager means a person employed by the Customer, and appointed by the Customer or its chief executive officer or equivalent, to liaise with the Certifying Body and who assumes the responsibilities of a “test station manager” as described in the Standards.

Test Station Number means the number allocated to the Customer following the issue of a Certificate, which is incorporated with the AGA Test Station Mark as shown in Appendix 5.

Test Station Requirements means the requirements set out in AS 2337.1, AS 2337.2 or AS2337.3.

Transfer means an assignment and novation of the rights and obligations attaching to a Certificate to a third party.

General Notes:

Words importing the singular only shall also include the plural (and vice versa).

- Words importing one gender shall include every gender.
- Words importing persons shall include individuals, corporations, associations and partnerships.
- A reference to Standards shall be deemed to be a reference to Standards, in whole or in part, as amended from time to time as well as a reference to any Standards, which may be substituted by another or any new Standard and any Standards incorporated by reference in a Standard.
- The Certifying Body reserves the right in its absolute discretion to apply one or more Standards in the Certification process.
- All fees, charges and other monies referred to in these Rules Governing are listed and payable in Australian dollars (refer to the list of fees, charges and other monies in Appendix 2 of these Rules Governing and also published on the Certifying Body’s website www.aga.asn.au, as amended from time to time.)

5 THE CERTIFICATION PROCESS

5.1 The Application Stage

The *Customer*:

- Will fully and accurately complete each Application lodged by it with the Certifying Body, in English, and will ensure that all documentation that may be required by the Certifying Body is attached to that Application (a description of current documentation requirements is set out in Appendix 1 of these Rules Governing and also published on the Certifying Body’s website www.aga.asn.au, as amended from time to time.);
- Will pay the current non-refundable lodgement fee at the same time as it lodges its Application with the Certifying Body (refer to the current lodgement fee set out in Appendix 2 of these Rules Governing and also published on the Certifying Body’s website www.aga.asn.au, as amended from time to time.);
- Will promptly respond to any requests made by the Certifying Body seeking further documentation and/or information and will provide the same to the Certifying Body to enable the Application to proceed;
- Will pay all fees due and owing by the Customer to the Certifying Body, as at the date of withdrawal or cancellation if the Customer’s Application is withdrawn by the Customer or cancelled by the Certifying Body;
- Will, at the request of the Certifying Body, obtain relevant information in respect of the Station from any relevant third parties and provide that information to the Certifying Body;

- Will fully disclose to the Certifying Body all relevant information the Customer or its agents or contractors may hold and which information might reasonably be expected to be taken into account by the Certifying Body when assessing the Customer's Application;
- Authorises the Certifying Body to discuss any matters relating to the Customer's Application with any relevant Regulatory Authority and/or Authorised Body;
- Authorises the relevant Authorised Body to disclose to the Certifying Body any information or knowledge regarding the Station for which Certification is being sought or reassessed;

The Certifying Body, subject to compliance by the Customer with its obligations:

- Will promptly process each Application received by it;
- Will process each Application received by it in a non-discriminatory manner;
- Will promptly notify the Customer of any factor which is preventing the timely processing of the Application;
- May refuse to process an Application at any time during the Application stage if the Customer fails to comply with any of its obligations under these Rules Governing and in such event may, upon giving the Customer 10 days prior notice of its intention to cancel the Application, cancel the Application;

5.2 The Evaluation Audit Stage

The Customer:

- Will advise the Certifying Body, when the Test Station Requirements have been implemented and considers that it is ready for an Evaluation Audit;
- Will permit the Certifying Body, or any person authorised by it, at all reasonable times for the purpose of conducting an Evaluation Audit to enter upon the Station;
- Will ensure full assistance and reasonable facilities are granted including the provision of relevant documentation and other information reasonably requested by the Certifying Body or any person authorised by it to enable the Evaluation Audit to be carried out;
- Will ensure the Test Station Manager is available to the Certifying Body's representative, at the time of the Evaluation Audit, to provide the assistance required;
- Will provide a fluent English translator (interpreter), at its own cost and satisfactory to the Certifying Body, at the time of the Evaluation Audit, where the Test Station Manager cannot communicate in English and if requested by the Certifying Body, for the purpose of providing a means of communication between the Certifying Body's representative and the Test Station Manager.
- Acknowledges that the Certifying Body relies on the accuracy of the information provided to it by the Customer and that the Evaluation Audit comprises a limited review of Test Station procedures, documents and records as required by the Test Station Requirements.
- Will fully co-operate with the Certifying Body's representative or any other person authorised by it and ensure that its staff co-operate in like manner;
- Will ensure that appropriate corrective action is taken, in a timely and effective manner, to rectify all non-conformances raised as a result of the Evaluation Audit;
- Acknowledges that where additional Evaluation Audits are required by the Certifying Body to ensure compliance with Test Station Requirements, it must be undertaken within the advised time-frame nominated by the Certifying Body and at the Customer's expense.
- Acknowledges the Evaluation Audit will be carried out in accordance with one or more of the matters referred to Appendix 4 of these Rules Governing.

5.3 The Certification Stage

The *Customer*:

- Will at its cost promptly rectify any matters the Certifying Body advises to it which are preventing the issuing of a Certificate and demonstrate to the satisfaction of the Certifying Body that those matters have been rectified;

The *Certifying Body*, subject to compliance by the Customer with its obligations:

- Will promptly advise the Customer of other matters which, in its opinion, are preventing the issuing of a Certificate;
- Will, subject to satisfactory Evaluation Audit and/or satisfactory corrective actions promptly issue the Customer with a Certificate and list the Test Station in MP48, but only if the Customer is not at that time indebted to the Certifying Body;

6 POST-CERTIFICATION

6.1 Monitoring Audits

The *Customer*:

- Will permit, the Certifying Body, or any person authorised by it, to enter upon the Test Station at all reasonable times for the purpose of conducting a Monitoring Audit;
- Will ensure assistance and reasonable facilities are provided including the provision of relevant documentation and other information reasonably requested by the Certifying Body or any person authorised by it to enable the Monitoring Audit to be carried out;
- Will ensure the Test Station Manager is available to provide full assistance to the Certifying Body's representative, at the time of the Monitoring Audit;
- Will fully co-operate with the Certifying Body's representative or any other person authorised by it and ensure that its staff co-operate in like manner;
- Will provide a fluent English translator (interpreter), at its own cost, at the time of the Audit, where the Test Station Manager cannot communicate in English, and if requested by the Certifying Body, for the purpose of providing a means of communication between the Certifying Body's representative and the Test Station Manager.
- Acknowledges that the Certifying Body will rely upon the accuracy of the information provided to it by the Customer.
- Authorises the Certifying Body to contact and to discuss with any relevant government and/or regulatory bodies concerned with public safety any perceived or potentially significant safety issue that has been disclosed as a result of a Monitoring Audit;
- Acknowledges that Monitoring Audits are intended to provide a degree of assurance that the Test Station Requirements are satisfied.
- Acknowledges the Monitoring Audit will be carried out in accordance with one or more of the matters referred to Appendix 4 of these Rules Governing.
- Will pay all of the Certifying Body's costs associated with organising and conducting a Monitoring Audit to the Certifying Body, as set out in Appendix 2 of this Rules Governing.

6.2 Marking of Product

The *Customer*:

- Will only apply the Markings to Product during the currency of the Certificate and in a manner approved by the Certifying Body;
- Will only apply the Markings to Product which satisfy the Test Station Requirements;
- Will only apply the Markings to Product inspected and tested in accordance with the Test Station Requirements;
- Will ensure any Product which is not marked in accordance with the Markings does not leave the Test Station;
- Will only apply Markings to Product the subject of a Certificate.

6.3 Inspecting and Testing of Product

The *Customer*:

- Will inspect and test every Product in accordance with the Test Station Requirements;
- Will issue a Test Report for every Product inspected and tested in accordance with the Test Station Requirements;
- Will ensure all Test Reports are signed only by the Nominated Signatories listed on the Certificate.

6.4 New or Amended Certification Requirements

The *Customer*

- Will take all necessary steps to remain fully conversant with current Certification requirements including any relevant new or amended Standard requirements and shall lodge an Application with the Certifying Body to address such new and/or amended Certification requirements;
- Will promptly advise the Certifying Body, in writing, of any issues that compromise, or may compromise compliance of the Test Station with current, amended or new Certification requirements including new or amended Standard requirements;
- Will advise the Certifying Body, in writing, of any intended or proposed modification or change to the Test Station considered necessary in order to comply with new or amended Certification requirements including new or amended Standard requirements prior to introduction of the modifications or change and shall not undertake any modification or change without the prior written approval of the Certifying Body;
- Will promptly make any changes to the Test Station as may be required by the Certifying Body as a result of any amended or new Certification requirements including any new or amended Standard requirements;

The *Certifying Body*

- Will promptly respond to a notice from the Customer advising the Certifying Body of any intended or proposed modification or change to the Test Station resulting from amended or new Certification requirements including amended or new Standard requirements, and notify the Customer, in writing, regarding implications for continuance of the Certificate;
- Will, where compliance with new Certification requirements is established to the satisfaction of the Certifying Body, promptly reconfirm in writing, the Certificate.

7 FIELD SAFETY ISSUES (including Safety Notices and Product Recalls)

The *Customer*

- Will advise the Certifying Body & Regulatory Authorities immediately that it becomes aware of any matter which involves or may involve an unsafe or potentially unsafe operation or condition of a Released Product and/or a Non-Compliance of a Released Product with the Test Station Requirements and will otherwise comply with the Customer's obligations at law;
- Will immediately make available to the Certifying Body all information held by it, which relates to any matter and/or Non-Compliance which involves or may involve an unsafe or potentially unsafe operation or condition of a Released Product and all remedial actions taken by the Customer to rectify the unsafe or potentially unsafe operation or condition;
- Will fully cooperate with the Certifying Body and authorises the Certifying Body to advise Regulatory Authorities in the event of any matter and/or Non-Compliance which involves or may involve an unsafe or potentially unsafe operation or condition of a Released Product;
- Will initiate every reasonable action to rectify the matter and/or Non-Compliance which involves or may involve the unsafe or potentially unsafe operation or condition of a Released Product;
- Will, if directed to do so by Regulatory Authorities, at its own cost, initiate a recall of the Released Products, in the event of any matter and/or Non-Compliance which involves or may involve an unsafe or potentially unsafe operation or condition of a Released Product for which every reasonable attempt to rectify the unsafe or potentially unsafe operation or condition was unsuccessful;
- Will advise the Certifying Body of any voluntary Product recalls that have been initiated by the Customer.
- Will keep the Certifying Body and Regulatory Authorities informed, in writing, of the recall progress at regular intervals, not exceeding 10 working days;
- Will meet the costs incurred by the Certifying Body if it, in its absolute discretion, elects to provide resources at the request of the Customer, to facilitate resolution of matters relating to the field safety issue.

The *Certifying Body*:

- Will, at the request of the Customer, and at the Customer's cost, assist the Customer (subject to compliance by the Customer with these Rules Governing and subject to the availability of the Certifying Body's resources at that time), in facilitating a resolution of the matters relating to any field safety issue if possible;
- Will contact, and cooperate with, Regulatory Authorities in the event that it becomes aware of any matter and/or Non-Compliance, which involves or may involve the unsafe, or potentially unsafe operation or condition of a Released Product.

8 CERTIFICATION STATUS (Suspension and/or Cancellation)

The *Customer*:

- Acknowledges and accepts that the Certifying Body may suspend or cancel any one, or more than one Certificate(s) held by the Customer for any one, or more than one, of the reasons set out in and in accordance with Appendix 3 of these Rules Governing (and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time).
- Will not claim, imply or infer in any way whatsoever that the Customer's Station is the subject of a Certificate if that Certificate has been suspended or cancelled by the Certifying Body;
- Warrants that it will not apply the Markings to any Product for which the Test Station Certificate has been suspended or cancelled by the Certifying Body;
- Will not apply, or permit any other party to apply, in any format or method, the Markings to any Product for which the Test Station Certificate has been suspended or cancelled by the Certifying Body;
- Authorises the Certifying Body to advise Regulatory Authorities and/or government bodies concerned with public safety of the suspension or cancellation of a Certificate;
- Authorises the Certifying Body to promulgate in such manner and to such parties as it deems appropriate the fact of suspension and/or cancellation of a Certificate;
- Will promptly return to the Certifying Body all Certificates held by the Customer which have been the subject of suspension or cancellation by the Certifying Body;
- Acknowledges that cancellation of a Certificate is irrevocable and that a new Application seeking re-Certification must be lodged with the Certifying Body in accordance with the requirements set out in Appendices 1 and 2 and these Rules Governing in the event that the Customer seeks re-Certification;
- May, in writing by its authorised representative, request the Certifying Body to cancel a Certificate;

The *Certifying Body*:

- May suspend and/or cancel any one, or more than one, Certificate held by the Customer for any one, or more than one, of the reasons set out in and in accordance with Appendix 3 of these Rules Governing (and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time);
- May, in the case of suspension of one or more than one Certificate require satisfactory resolution of the matter, before removing the suspension;
- Shall, in a timely fashion, cancel a Certificate upon receipt of a written instruction to do so from an authorised representative of the Customer;
- Shall comply with reporting requirements of Regulatory Authorities and/or government bodies concerned with public safety with respect to the suspension and/or cancellation of a Certificate;
- Will promulgate in such manner and to such parties, as it deems appropriate, the fact that a Certificate has been suspended or cancelled;

9 GENERAL ISSUES

9.1 Confidentiality

The Certifying Body shall keep confidential the Information provided to it by the Customer. This obligation does not apply to Information which is already, or which may appear later, in the public domain, nor does it apply in respect of Information which is requested to be produced by the Courts, Tribunals, Police, Regulatory Authority or other government body concerned with public safety.

9.2 Transfer of Certificate

The *Customer*:

- Will promptly notify the Certifying Body in writing of any proposed Transfer of a Certificate to another party or legal entity (proposed transferee), and will not infer to any party or legal entity that any such transfer has taken place, without the prior written approval of the Certifying Body;
- Acknowledges and agrees the Certifying Body may require additional assessments and/or Evaluation Audits as may be required to confirm ongoing Test Station compliance, following any Transfer, all of which will be at the Customer's cost;
- Will provide the Certifying Body with all necessary information required by it to enable the processing of the Transfer and will meet the Certifying Body's charges in processing the Transfer (i.e. the administrative fee is set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website, www.aga.asn.au, as amended from time to time.);
- Will ensure that the Customer and/or the proposed transferee execute such documentation as may be required by the Certifying Body to affect any Transfer.

The *Certifying Body*, subject to compliance by the Customer with its obligations:

- Will promptly process any Application received by it relating to any proposed Transfer, in accordance with Rule 5 of these Rules Governing, but only if the Customer and proposed transferee are not indebted to the Certifying Body at the time of the Customer making the request and that all charges of the Certifying Body in processing the Transfer have first been received by it.

9.3 Relocation of Test Station

The *Customer*:

- Will promptly notify the Certifying Body in writing of any proposed Relocation of the Test Station, and obtain the Certifying Body's written consent prior to undertaking any Relocation.
- Will not advise or infer to any person that a Relocation has taken place, unless the Customer has first obtained the prior written consent of the Certifying Body to the Relocation;
- Acknowledges and agrees the Certifying Body may require additional assessments and/or Evaluation Audits as may be required to confirm ongoing Test Station compliance, following any Relocation, all of which will be at the Customer's cost;
- Will ensure that no Products are marked with the Markings until written authorisation has been given by the Certifying Body following any Relocation for the Marking to proceed at the new location.
- Will provide the Certifying Body with all necessary information required by it to enable the processing of all Certification issues relating to any Relocation;
- Will meet the Certifying Body's charges in processing Certification issues relating to any Relocation, which may include, but is not limited to Evaluation Audits (ie the Certifying

Body's fees are set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website, www.aga.asn.au, as amended from time to time.);

- Will execute such documentation as may be required by the Certifying Body to before any Relocation can be effective.

The *Certifying Body*, subject to compliance by the Customer with its obligations:

- Will promptly process any Application received by it relating to any proposed Relocation, in accordance with Rule 5 of these Rules Governing, but only if the Customer is not indebted to the Certifying Body at the time of the Customer making the request and that all charges of the Certifying Body in processing the Relocation have first been received by it.

9.4 Notices

The respective addresses of the Customer and the Certifying Body are the addresses set out on the Application, unless a different address is notified in writing by one party to the other party. These addresses will apply for the serving of notices or other communications and which may be effected by personal delivery or by post, and if by post the date of service shall be deemed to be the day after posting.

9.5 Choice of Law and Jurisdiction

The laws of the State of Victoria govern these Rules Governing. Subject to the dispute resolution process referred to in clause 9.16 of these Rules Governing, the Customer and the Certifying Body agree that the Courts of the State of Victoria shall have exclusive jurisdiction to determine any dispute arising out of or relating to these Rules Governing and, for the avoidance of doubt, the parties agree that all disputes shall be issued and determined in Melbourne in the State of Victoria, subject to any appeals to the High Court of Australia sitting in Canberra.

9.6 Liability

The Customer shall forever release the Certifying Body, its directors, employees, servants, agents and members and each of them from and forever agrees to indemnify and keep indemnified each of them against all actions, claims, suits, demands, costs and expenses, whether based wholly or partly on the negligence of the Certifying Body, its directors, employees, servants, agents and/or members, in any way arising out of or in connection with the Certifying Body's obligations under these Rules Governing and the Certification process including (but without prejudice to the generality of the foregoing) the following:

- (a) The giving of any assistance and/or advice prior to the time an Application is made;
- (b) The auditing (whether before or after the grant of a Certificate) of the Test Station, including the giving of any advice and/or assistance during the auditing process;
- (c) The granting of any Certificate;
- (d) The carrying out of any Evaluation Audit and/or Monitoring Audit and any actions undertaken following a Evaluation Audit and/or Monitoring Audit;
- (e) The suspension or cancellation of any Certificate or the lifting of a suspension;
- (f) The contacting of Regulatory Authorities or other government bodies concerned with public safety or Product compliance and discussing with those bodies any matters concerning a Product, any Audit or a Certificate;

Note: This rule survives termination of, severance of, or amendment of these Rules Governing. For the purpose of this rule "Customer" includes the definition of "Customer" in clause 4 of these Rules Governing and also includes any Customer who has held a Certificate at any time.

9.7 Quality Assurance

As and when requested by the Certifying Body, information about a Customer's quality system must be provided by the Customer to the Certifying Body, and acceptable, to the Certifying Body before a Certificate may be issued and/or for a Certificate to remain current.

9.8 Severability

Should any part of these Rules Governing be or become invalid, that part shall be severed from these Rules Governing. Such invalidity shall not affect the validity of the remaining rules.

9.9 Reserved Test Station Numbers

The Certifying Body will issue the Customer with reserved test station number at the Application stage provided the Customer's obligations set out in clause 5 of these Rules Governing have been satisfied in full and approved by the Certifying Body. Reserved test station numbers are issued to enable the Customer to organise tooling and/or print data plates and/or publications and/or other matters relating to marking of Products as soon as possible prior to the issue of a Certificate.

The Customer agrees that any reserved test station number issued to it may be withdrawn by the Certifying Body at any time prior to the issuing of a Certificate.

The Customer agrees that a reserved test station number has no Certification status, does not entitle the Customer to represent that the reserved test station number is a Test Station Number and agrees that the Station will not be advertised in any document or publication prior to the Certifying Body issuing a Certificate in respect to the Station.

9.10 Certifying Body Non-Standard Expenses/Costs

- a *Recovery of Certifying Body's non-standard expenses/costs:*
From time to time, the Certifying Body may incur non-standard expenses/costs in completing a Certification or providing essential post-Certification services to a Customer. Typically, these expenses/costs would relate to additional Audit time, travel and/or accommodation where the Certifying Body has to provide such services in addition to the services included as part of the Certificate annual renewal fees (as set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time).

The Certifying Body will endeavour to minimise non-standard expenses/costs for a Customer by considering appropriate servicing alternatives but, in any case, reserves the right to recover all incurred non-standard expenses/costs from the Customer. The Certifying Body will advise the Customer in writing, of the projected non-standard expenses and the Customer agrees to meet the cost of such expenses as agreed with, and in a manner notified by, the Certifying Body.

- b *Recovery of Certifying Body non-standard resource costs:*
The published standard fees relating to Certification Applications and Audits (the latter incorporated into the annual fee), are based on the Customer providing all necessary documentation, access to Test Station, addressing any identified non-conformances and complying with any other Certification requirements expediently and in accordance with the published Certification processes (refer website www.aga.asn.au).

The Certifying Body reserves the right to apply additional charges (based on the relevant published hourly rate) where it is required to apply excessive resources to progress and/or resolve outstanding issues with a Customer. In such cases, the Customer will be formally advised that additional charges are to be applied and the reason for them and the Customer agrees to pay those charges.

9.11 Customer Contact Details

The Customer shall keep the Certifying Body fully informed in writing of all relevant contact details necessary for the Certifying Body to satisfactorily administer the Customer's certification (eg name of contact officer, job title, telephone and fax number, etc).

9.12 Non-Technical Modifications

The Customer shall pay the administrative fee set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time, for non-technical modifications that require the re-issue of documentation or amendment of Information provided to it by the Certifying Body.

9.13 Dispute Resolution Process

The Certifying Body encourages Customers to resolve disputes at the local level with staff of the Certifying Body.

If such dispute cannot be resolved at the local level then the Customer may refer the dispute to the General Manager. The General Manager will attempt to resolve the dispute with the General Manager's counterpart in the Customer's organisation.

If the dispute cannot be resolved at General Manager level, a formal dispute process may be commenced by the Customer. That process is published on the Certifying Body's website www.aga.asn.au, as amended from time to time.

Note:

- a. The dispute resolution process does not prevent the Certifying Body from exercising any of its rights or obligations under these Rules Governing at any time.
- b. The Customer has the right at any time to seek certification otherwise than through the Certifying Body.

9.14 Reservation of Certifying Body's Rights

Notwithstanding any other provision of these Rules Governing, the Certifying Body reserves the right in its absolute discretion to decline to accept any new Application or to terminate an existing Application at any time prior to issue of a Certificate.

9.15 Validation period of a Certificate

A Certificate will remain valid (if not cancelled/suspended), subject to (i) compliance with this Rules Governing and (ii) payment of all Certifying Body's fees and charges.

10 APPENDICES

APPENDIX 1: SUBMITTAL DOCUMENTATION

Submittal documentation required by the Certifying Body before it can commence the Certification assessment process, must include all of the following:

1. A completed *Application for Test Station Certification* (- AGA Reference QF767) signed by an authorised employee of the Customer;
2. Payment of the applicable fees and charges as set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time.

Notes:

- a) *The Customer is responsible for ensuring submittal documentation is consistent with any Test Station Requirements and must be acceptable to the Certifying Body.*
- b) *Applications received without the necessary supporting documentation and payment (as described above) may be rejected and returned to the Customer.*
- c) *Customers are advised to refer to the AGA's website (www.aga.asn.au) or the AGA Office (tel: +61 3 9580 4500) to obtain the current versions of Forms and the Fee Schedule.*

APPENDIX 2: FEE STRUCTURE

Please refer to the AGA website (www.aga.asn.au) for current fee details.

APPENDIX 3: CERTIFICATION STATUS CHANGE

Suspension

The Certifying Body may suspend a Certificate for such period as determined at the sole discretion of the Certifying Body when:

- In the opinion of the Certifying Body, continuance of a Certificate may result in a significant or potentially significant threat to public or consumer safety;
- The Customer fails to meet one or more than one of the Customer's obligations under these Rules Governing, including failing to provide access for Monitoring Audits to enable a Monitoring Audit to be undertaken properly;
- The Test Station Relocates without first having notified the Certifying Body, in writing and obtained its approval in writing;
- The Customer fails to fulfil its financial obligations to the Certifying Body with respect to fees and charges payable in accordance with Appendix 2 of these Rules Governing, as amended from time to time;
- A request to suspend a Certificate is received from a Regulatory Authority or other government body.

Notwithstanding the above, the Certifying Body will immediately suspend a Certificate in cases where it becomes aware of a Non-Compliance that will or may, in the opinion of the Certifying Body, affect safety and/or safety related performance. Examples of reasons for immediate suspension of a Certificate include, but are not limited to, Non-Compliances relating to the following:

- Products bearing the Markings that have been stamped by a Station not the subject of a Certificate and for which a Certificate has not been issued;
- Modification to the Test Station, without first obtaining the written approval of the Certifying Body;
- Failure to comply with any rectification programme and timetable which may be provided to the Customer by the Certifying Body following identification of a Non-Compliance;
- The Customer fails to comply with any one or more of the provisions of clause 6.2 (Marking of Products) of these Rules Governing.

Cancellation

- The Certifying Body will cancel a Certificate on receipt of a written application from the Customer requesting the cancellation of the Certificate;
- The Certifying Body will not, except in exceptional circumstances, cancel a Certificate, without first suspending the Certificate and affording the Customer reasonable opportunity to fulfil the Customer's obligations under these Rules Governing;

Notwithstanding the foregoing, the Certifying Body:

- May cancel a Certificate and advise Regulatory Authorities when, in the opinion of the Certifying Body, continuance of the Certificate may result in a significant, or potentially significant threat to public or consumer safety;
- May cancel a Certificate, together with any other Certificate held by the Customer, in circumstances in which the Customer fails to fulfil its financial obligations to the Certifying Body with respect to fees and charges payable in accordance with Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time;
- May cancel a Certificate upon receiving a request or order from an Australian Court of Law, Regulatory Authority or other government body;

- May cancel a Certificate when the Customer fails to meet one or more than one of the Customer's obligations as described in these Rules Governing;

General Notes:

***Note 1:** The cancellation of a Certificate is irrevocable and Customers must reapply for certification in accordance with Clause 5 of these Rules Governing.*

APPENDIX 4: AUDITS

Purpose

- To provide a degree of assurance that the Test Station Requirements are satisfied and continue to be satisfied.

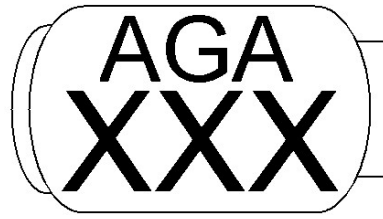
Audit Limitations

- Audits are conducted at the Test Station;
- The Audit process is both random and selective and is based on a review of a limited number of Test Station procedures, documents and records as required by the Test Station Requirements.

Audit Principles

- The Certifying Body reserves the right to conduct Audits on randomly selected Products and Test Station procedures, documentation and records when it sees fit;
- Monitoring Audits shall be conducted annually;
- An Audit is a review of a limited number of Test Station procedures, documents and records.
- Audits may not necessarily cover all features, versions or components of the Test Station procedures, documents and records required for satisfactory operation of the Test Station.
- Irrespective of the nature, severity or cause, the Certifying Body's representatives will report all Audit results disclosed by the Audit to the Certifying Body;
- Audit fees payable by the Customer take into account Audit time spent at the Test Station plus a reasonable estimate of time required to report on the Audit, complete pre/post Audit administrative functions and any travel-related costs;
- The Certifying Body may recover from the Customer non-standard expenses incurred by it arising from an Audit;
- For a Certificate to remain current, the Customer must pay the required annual certification fee by the due date (as set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time) and, at all reasonable times, permit or arrange permission for the Certifying Body to enter upon the Test Station for the purpose of conducting an Audit.
- The Certifying Body will suspend the Certificate for any Audit Non-Compliances that, in the opinion of the Certifying Body, may represent a significant safety problem because of Non-Compliance with the safety intent of the Test Station Requirements. Such suspension shall remain in force until such time as the Certifying Body advises the Customer otherwise in writing;

APPENDIX 5: AGA TEST STATION MARK



Note: "XXX" is the Test Station Number, which will be provided during the certification process