

# Terms and Conditions for National Metrology Institute of Malaysia (NMIM) Pattern Approval Services

## 1. The service

Pattern approval services is conducted by National Metrology Institute of Malaysia (NMIM) as impartial body to examines the design of regulated instrument against national or international standards. It determines the measurement accuracy of the instrument and whether the instrument retains the accuracy under the range of environmental and operating conditions. The service is offered to public, private organisations and individuals alike.

## 2. Instrument

The applicant must:

- 2.1 Organise and pay the costs of transport of regulated instrument to and from NMIM.
- 2.2 Bear all risks of loss or damage of instrument while in transit or at NMIM.
- 2.3 Provide the instrument in proper package, good order, and free from contamination from hazardous liquids, gases and other hazardous materials.
- 2.4 Ensure that instrument is clearly and permanently marked with a distinguishing number or symbol to ensure identification.
- 2.5 Ensure that each package contains name, address and telephone number of the applicant, including a technical contact person, and contents of the package.
- 2.6 Give written notice of any known safety or health hazards and special procedures relevant to the handling, testing, storage, transport and disposal of samples.
- 2.7 Collect instrument within 30 days of invoice date and upon clearance of payment.
- 2.8 NMIM reserves the right to write off the instrument in accordance with NMIM write off instructions for uncollected instruments.

## 3. NMIM Obligations

- 3.1 Provide the services to the applicant within 30 days for documents review subject to complete documentations receive unless there is a backlog.
- 3.2 Provide the services to the applicant within 90 days for technical evaluation subject to complete instrument receive unless there is a backlog.
- 3.3 Issue the pattern approval certificate after the completion of the pattern approval services.

## 4. Applicant Obligations and Acknowledgements

- 4.1 Uses the certificate or report, certificate copyright or report copyright at its own risk, and indemnifies NMIM for all harm (including costs on a solicitor and own applicant basis) that NMIM may suffer because of any claim by a third party involving the applicant's use of those things.
- 4.2 If required in writing by NMIM maintain and provide evidence of adequate professional indemnity, product liability and third-party liability insurance to cover its obligations and exercise of rights under this contract.
- 4.3 Acknowledges that NMIM may by notice in writing delay the performance of its obligations under this contract because of its limited resources, other research priorities, or delays by the applicant in providing the instrument or physical standard, and
- 4.4 Acknowledges that NMIM is not liable for any failure to carry out part or all of its obligations under this contract if that failure is due to any cause beyond the reasonable control of NMIM.
- 4.5 Arrange for report collection. Should applicant request for NMIM to courier the report, a minimum of RM20 will be charged.

## 5. Ownership and Rights to Use

When the applicant is required by law or authorised by contractual arrangements to release confidential information, the applicant concerned shall, unless prohibited by law, be notified of the information provided.

## 6. Fee and Payment

- 6.1 Applicant shall pay the application fee of RM1000 per model (non-refundable) upon submission of pattern approval application. Actual pattern approval fees will be advice by person in charge after reviewing the documents.
- 6.2 Applicant shall provide Purchase Order or Local Order before or during the transport of instruments. NMIM holds no responsibility on instruments received with no Purchase Order or Local Order provided.
- 6.3 Payment of the service rendered shall be made payable to SIRIM Berhad, NMIM will accept payment of the fee by electronic fund transfer (EFT) or credit/debit card or bank cheque (upon cheque clearance) when it has performed the services, or as otherwise provided in the contract.
- 6.4 Applicant shall pay within 30 days of invoice date.

## 7. Confidential Information

NMIM agrees to keep confidential the confidential information; and to use the confidential information only by performing its obligations under this contract.

## 8. Dispute Resolution

The parties intend to resolve the disputes without starting arbitration or court proceedings. Accordingly, each party will negotiate in good faith to resolve any dispute that arises out of this contract and will involve in those negotiations a senior officer who has not been involved with the services.

## 9. End of Contract

- 9.1 This contract will end when NMIM performs the service and receive the fee;
- 9.2 If either party ends it which it can do immediately by giving notice to the other party if the other party breaches any provision of this contract and fails to remedy the breach within 30 days of receiving notice requiring it to do so; or
- 9.3 If NMIM ends it which it can do by giving notice to the applicant if:
  - a) It determines that the instrument is not suitable for providing the services;
  - b) It finds a defect or fault in the instrument;
  - c) A measurement fails to comply with any specification provided by the applicant; or
  - d) NMIM determines that such testing may pose an unacceptable safety or health risk.

## 10. After the End of Contract

- 10.1 If the services cannot complete:
  - a) NMIM will charge a pro rata amount of the fee for any services performed to the date in which the contract ended;
  - b) The applicant must pay the pro rata amount of the fee by electronic fund transfer (EFT) or bank in cash or cheque (upon cheque clearance), or otherwise provided in the contract; and
  - c) NMIM will return any instrument or physical standard in its possession to the applicant in accordance with the return instructions in the contract.
- 10.2 The following clauses remain: 4.1 (Applicant Obligations), clause 5 (Ownership and Rights to Use), clause 7 (Confidential information), clause 8 (Dispute Resolution) and clause 11 (Use of Names and Publication).

## 11. Use of Names and Publication

The applicant must obtain written consent from NMIM before it uses the names of National Metrology Institute of Malaysia or NMIM or SIRIM Berhad or any logo of NMIM or SIRIM; or makes a public statement about this contract.

## 12. Notices and General

- 12.1 A party notifying or giving notice under this contract must give notice in writing, addressed to the address of the other party specified in the details, and left at or sent by registered post to the address.
- 12.2 A notice given in accordance with clause 12.1 is received on the date of delivery (if left at the recipient's address), 5 days after the date of posting (if sent by registered post).
- 12.3 To avoid inconsistent provisions applying, no confirmation, shipment or delivery docket, invoice, terms and conditions of supply or other document issued by or on behalf of the applicant about the services will vary the contract.
- 12.4 This contract governed under the Malaysian Law: National Measurement System Act 2007 (Act 675); the Act to establish units of measurement and standard of weights and measures based on the International System of Units; to regulate weights and measures and instruments for weighing and measuring and to make provisions for matters connected therewith and ancillary there to.
- 12.5 No pattern approval services will be carried out should there be any outstanding payment for previous services.