

Ind-Expo Certification Limited at Apt. No.20, 1<sup>st</sup> floor, Galle face Court 2, Colombo 03 called on the one hand, the Certification Body and **TEXO (PRIVATE) LIMITED** at **MAS Fabric Park, Kurunegala Road, Thulhiriya, Sri Lanka** given the certificates of approval, issued on **2024/01/24** bearing no **OHSAS 0022** for the said sites and hereinafter, called the Certified Company on the other hand declare to have agreed to the following.

#### Article 1: Applicable Ind-Expo documents

1.1 The following documents are applicable to this agreement.

- Terms and Conditions for certification
- Fees structure

#### Article 2 : General rights and obligations

- 2.1 Certification Committee has undertaken to ensure that the **Occupational Health & Safety Management System (OHSMS)** conform to the requirements.
- 2.2 Ind-Expo grants the Certified Company the right to apply the **OHSMS** certificate mark as described in "IMSM-TCC-01" – Terms and condition for certification. This is subject to the duration of the certification.
- 2.3 Any changes of the certified company shall be notified to Certification body (CB).
- 2.4 Certified company shall keep records of all communications and actions taken in relation to **ISO 45001:2018** standards including complaint records and remedial actions taken.
- 2.5 In case of withdrawal of certification, all advertising with certification logo shall be discontinued by the company certified.
- 2.6 The certified company shall permit to conduct witness audits by the accreditation body at any stage of the certification cycle when a request is made by the CB.

#### Article 3: Surveillance & Recertification

- 3.1 CB shall regularly monitor the observance of obligations by the certified company in accordance with the relevant procedure.
- 3.2 The certified company shall give the necessary assistance to CB in annual surveillance/recertification.

#### Article 4: Publicity

- 4.1 Certified company is free to publish during the duration of the agreement that it is a certified company and that it has the right to use the **OHSMS** certification mark (IMSM-TCC-01 Terms and condition for certification)

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Short Signature of the client .....

4.2 The certification company is entitled to inform potential customers, regulatory authorities, purchaser (supplier) or any other intended partners of the full and exact details of the certification.

**Article 5: Confidentiality**

CB shall maintain confidentiality of certification IMSM-GR-AG-01: Confidentiality & Impartiality Statement

**Article 6: Annual fees**

Shall be paid by the certified company before the next surveillance audit.

**Article 7: Termination**

The certification body shall terminate the certification, if certification terms and conditions are violated or if the client wishes to terminate same.

**Article 8: Liability**

The Certification body shall not be liable to the company for any expenses, loss or damages suffered by the company and caused by the company's participation in the scheme or as a result of the assessment of the company's management system by certification body or its representatives.

**Article 9: Duration of the agreement**

This agreement shall be in effect from 2024/01/24 to 2027/01/23 with the understanding that except for premature termination, it shall be renewed for a period of three years after recertification with improvements made.

**Article 10: Dispute resolution and governing law**

This agreement shall be governed and constructed in accordance with the laws of Sri Lanka, any dispute arising in relation to or as a consequence of this agreement, which cannot be settled amicably through negotiations between the parties, shall be subjected to the courts of Sri Lanka.

**Article 11: Notice of change**

Any changes to the Management system of the certified clients and changes to the rules and regulations of CB shall be informed to certified clients and vice versa. (IMSM/TCC/01: Terms and conditions for certification: 6. Information exchange between CB & its certified clients)

**Article 12: Information requirements**

The company shall inform the Certification Body, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

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**For the Certification Body**

Name : ..D. N. S. Kuruppumulla

NIC No: ..195505202853

Designation: ..Director / CEO

Signature: ..

Date: ..2024/01/29

Seal: **Ind-Expo Certification Limited**  
Apt. 1-C, Ocean Tower,  
Station Road,  
Colombo 4  
Reg. No. PV 7355PB

**For the Certified Company**

Name: ..D. M. C. I. Bandara

NIC No: ..761841483 V

Designation: ..Manager - HR

Signature: ..

Date: ..29/01/2024

Seal: **TEXO PRIVATE LIMITED**  
  
**CHAMINDA BANDARA**  
MANAGER - HUMAN RESOURCES

**Witnesses on behalf of Certification Body**

Name : ..Isuru Florigakson

NIC No: ..880711067 V

Designation: ..ACM

Signature: ..

Date: ..2024/01/29

**Witnesses on behalf of Certified Company**

Name: ..D. M. K. G. Dissanayake

NIC No: ..906641330 V

Designation: ..Senior - Executive OHS

Signature: ..

Date: ..29/01/2024

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