cwbgroup

Company Code

Language Preference
☐ English
☐ French

APPLICATION FOR ALTERNATIVE STANDARD SERVICES

Company Name: _____
(Submittor)

Mailing Address: _____
(For PO Boxes, also complete physical address in section below)

City or Town: _____ Province/State: _____ Country: _____ Postal/Zip Code: _____

Telephone: _____ Fax Number: _____

Name of Chief Executive Officer: _____ Email: _____

Describe the Service Required: _____

_____

Method of Payment (choose one**):**

Credit Card Number: _____ Purchase Order Number: _____

ISO 9001 INFORMATION:

- Does the company currently have an ISO 9001 quality management Program? Yes ____ No ____ Not Sure ____
- Which Registrar does the company use? _____
- If applicable, when does the current ISO 9001 Certificate expire? _____
- I would like to obtain more information about ISO 9001: Yes ____ No ____

I hereby make application for service by the Canadian Welding Bureau and intend to pay all related fees, providing a credit card or Purchase Order in advance, as noted above.

Company Contact if not the CEO: Name: _____ Email: _____

DATE: _____
MM / DD / YYYY

_____
Signature of Chief Executive Officer

_____
Title

FOR CWB USE ONLY:

Fee: _____ Quotation Date: _____

GST: _____ Quotation By: _____

Total: _____

Please email (info@cwbgroup.org) or fax (1-905-542-1318) to the CWB and retain a copy of all pages for your records.

Welder Qualification Testing - Service Agreement

This Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between:

CWB Group – Industry Services a not-for-profit corporation having its principal place of business at 8260 Parkhill Drive Milton, ON L9T 5V7 ("CWB"), and

_____ **[Client Name]**, as defined above in the application ("Client").

1. Scope of Services and Responsibilities of the Parties

The CWB agrees to provide accreditation services to the Client for welder qualification in accordance with applicable standards and procedures (the "Services").

(i) CWB shall be responsible for:
   a) witnessing the welding test.
   b) providing the results of all test sessions.
   c) preparing all welder qualification test records.
   d) validating the identity of all welders testing using government issued photo identification.

(ii) Client shall be responsible for:
   a) Arranging the test dates and times. The location and nature of the Client's facilities shall be mutually agreed upon by the Client and the CWB prior to testing. The Client shall schedule each test date at least three weeks in advance in writing.
   b) Ensuring that plates are stamped, ready and waiting for the CWB representative to add the CWB stamp.
   c) Ensuring that the Client's facility is clean, and has suitable work areas for the welder(s) to comfortably weld the test assemblies, adequate lighting and ventilation in all areas must be provided. The requirements of the applicable provincial legislation or in the absence of such legislation CSA Standard W117.2 shall be followed, for all welding, cutting and allied operations.
   d) Supplying all equipment and accessories such as chipping hammers and wire brushes, consumables of the appropriate type, classification and size which have been certified.

2. Fees and Payment

The Client shall pay the CWB the agreed-upon fees set forth herein. Payment shall be made within 15 days of receipt of invoice. Late payments will incur interest at three (3) % per month. Client shall reimburse CWB for all reasonable travel and out-of-pocket expenses incurred by CWB in connection with the performance of the Services, within ten (10) days of receipt by the Client of an invoice from CWB accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all goods and services, harmonized sale, sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity or regulatory authority on any amounts payable by Customer hereunder.

3. Term and Termination

This Agreement shall continue to be in effect for a period of one year Effective Date and shall renew automatically for successive periods of one year unless terminated as per the terms herein provided. Either party may terminate this Agreement, in whole or in part, at any time without cause, and without liability, prior to the termination date, by providing at sixty (60) days' prior written notice. CWB may suspend or terminate services immediately if payment is not received when due.

4. Compliance with Laws and Warranties

The CWB shall perform its services in accordance with applicable laws and regulations in effect at the time of service. Any changes in applicable law after the effective date shall be the responsibility of the Client, including any modifications needed to ensure ongoing compliance.

Services are provided "as is" with no warranties. CWB DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREE AND CLEAR TITLE.

CWB's sole and exclusive liability and Client's sole and exclusive remedy for breach of the limited warranty set out in this Section shall be for CWB to use commercially reasonable efforts to cure any such breach.

5. Limitation of Liability

IN NO EVENT SHALL CWB BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CWB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE

FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CWB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6. Confidentiality
Both parties agree to maintain the confidentiality of non-public information exchanged in connection with the services.

7. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

8. Other
(i) Cancellation of a service date must be provided to the CWB in writing, a minimum of 48 hours prior to the scheduled test session, or cancellation fees equating to three hours witnessing time and travel costs will be charged to the Client.
(ii) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

(iii) The details of the method and manner for performance of the Services by CWB shall be under its own control, Client being interested only in the results thereof. CWB shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. CWB is for all purposes hereunder an independent contractor and in no event will CWB be considered an agent or employee of Client or any of its subsidiaries or affiliates for any purpose.
(iv) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.
(v) The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
(vi) The parties may not amend this Agreement except by written instrument signed by the parties.
(vii) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

_____
[Client Name]

CWB Group – Industry Services

_____
Signature

_____
Signature

Name:_____

Name:_____

Date:_____

Date:_____