

System Management Registration



Terms and Conditions for Certification, Audit
Services and Certification Mark License

To be read in cooperation with your application

For Contact Information,
Please, refer to the back page

Terms and Conditions of Certification Services

1. APPLICABILITY

- 1.1 These terms and conditions govern the supply of Certification Services by **System Management Registration Co., Ltd.** (hereafter "**SMR**") to the **Client**.
- 1.2 These terms and conditions prevail over any other terms that may be communicated by the **Client** in writing or orally, whether in an order, letter or other document, in negotiations or otherwise. If there is any inconsistency between these terms and conditions and the **SMR** Certification procedures or other documents, these terms and conditions override to the extent of any such inconsistency.
- 1.3 No person acting or purporting to act on behalf of **SMR** shall have authority to waive or change these terms orally. Waivers or changes shall have effect only if made in writing and signed by a duly authorized officer of **SMR**.
- 1.4 **SMR** may vary these terms and conditions at any time by notifying the **Client**, including any variation necessary to satisfy any direction given to **SMR** by Accreditation Body.
- 1.5 These terms and conditions become effective upon signing on the **Client**'s application and continue in full force and effect until either party terminates the Contract. In the event of any explicit discrepancy or conflict between English and Korean version of this terms and conditions, the Korean provisions shall prevail.

2. DEFINITIONS

In these terms and conditions;

'**Certificate**' means the document issued by **SMR** to record Certification;

'**Certification**' means confirmation that a management system has been assessed in accordance with Certification Procedures as meeting specified requirements;

'**Certification Mark**' means a symbol, word or other sign that signifies that a management system has been certified by a competent person as meeting specified requirements;

'**Certification Procedures**' means the procedures developed by **SMR** and used in assessing a management system for the purpose of grant or maintenance of Certification.

'**Certification Services**' means assessment of a management system in accordance with Certification Procedures.

'**Client**' means the organization or individual seeking Certification;

'**Contract**' means the contract between **SMR** and the **Client** resulting from the **Client**'s application for Certification and License and shall include these terms and conditions;

'**Site**' means the location of manufacture of product or of performance of a process or service

'**SMR**' means System Management Registration Co. Limited (KBN 107 81 97144)

'**Agent or Contractor**' means a certification body partner or person contracted with **SMR** for a specific period to perform assigned tasks related to the certification process on behalf of **SMR**.

3. CERTIFICATION SERVICES

- 3.1 Under the Contract, **SMR** agrees to provide and the **Client** agrees to accept the Certification Services requested by the **Client**.
- 3.2 **SMR** may appoint an agent or contractor to provide Certification Services, including undertaking all or part of the Certification Procedures and the **Client** hereby consents to such appointment.

4. FEES

- 4.1 The Fees contains application fee, audits fee and travelling expenses.
- 4.2 **The Client** must timely pay to **SMR** all fees due in respect of Certification Services provided by **SMR** to the **Client**
- 4.3 The fees payable under clause 4.2 are those set out in the Schedule of Fees of **SMR** current from time to time or as otherwise agreed by **SMR** and the **Client** (i.e. Quotations or Estimates) from time to time.
- 4.4 **SMR** from time to time render Invoices for fees due in respect of all services under this Agreement and the **Client** must pay the invoiced amount to **SMR** in the currency specified within payment due of the date of **SMR**'s invoice.
- 4.5 If **the Client** fails to pay the fees payable to **SMR** within payment due of the date of **SMR**'s invoice, **SMR** discontinue the process of Certification or invalidate the result of certification audit conducted or otherwise cancel the Certification by notifying the **Client**.

5. ASSESSMENT

Access and Co-operation

- 5.1 The **Client** agrees to comply with the applicable Certification Procedures and to provide **SMR**'s employees, agents and contractors with all co-operation and assistance required by the applicable Certification Procedures necessary to enable **SMR** to provide the Certification Services requested by the **Client**, including reasonable access to the premises, facilities, documents and records of the **Client** and the **Client**'s contractors and agents.
- 5.2 The **Client** must promptly comply with any reasonable requirement of **SMR** in relation to the **Client**'s management system to make appropriate the Certification request by the **Client**, including allowing a representative of an accreditation body to witness a Certification Service being provided by **SMR** at a Site.

Safety

- 5.3 The **Client** accepts responsibility for the safety of **SMR**'s employees, agents and contractors in activities required under the applicable Certification Procedures, if applicable, including the provision of all relevant safety or protective clothing and/or equipment and advising **SMR**, its employees, agents or contractors appropriately of any safety hazards or special training requirements.

Accuracy of information Provided to SMR

- 5.4 The **Client** warrants that all information made available to **SMR** is, to the best of its knowledge and belief, complete and accurate.

6. CERTIFICATION

6.1 If

- (a) the **Client** is not in breach of these terms and conditions; and
- (b) after assessment of the **Client**'s management system in accordance with the applicable Certification Procedures, **SMR** is satisfied that Certification is appropriate.

SMR will

- (a) grant Certification;
- (b) issue the **Client** with a Certificate; and
- (c) provide to the **Client** a license to use the applicable Certification Mark.

- 6.2 If **SMR** is not satisfied that Certification is appropriate, **SMR** must notify the **Client**.

7. AFTER CERTIFICATION

Duration of Certification

- 7.1 Subject to these terms and conditions, Certification continues until any expiry date referenced in the Certificate.

Maintenance of Certification

- 7.2 The **Client** must maintain the management system as certified and comply with all reasonable requirements including the payment of fees that **SMR** considers necessary to ensure that Certification continues to be appropriate, including any requirements listed or referred to in the Certificate.

- 7.3 The **Client** must allow **SMR** to conduct surveillance audits at requested period for the certified management system.

Changes

- 7.4 The **Client** must promptly inform **SMR** of the following changes in relation to the certified management system that is likely to substantially affect the Certification

- (a) Legal, commercial, organizational status or ownership
- (b) Organization and management (e.g. key managerial, decision-making, or technical staff).
- (c) Contact address and sites.
- (d) Scope of operations under the certified management system
- (e) Major changes to the management system and/or processes

Use of Certificate

7.5 The **Client** must not, without **SMR**'s permission, alter, modify, deface or destroy the Certificate.

7.6 Subject to these terms and conditions, the **Client** may publicise the fact that Certification has been granted and use the Certificate as evidence of Certification. The **Client** may copy the Certificate provided if each copy is clearly identified as a copy.

7.7 The original of the Certificate remain the property of **SMR** and must be returned immediately if requested by **SMR**.

7.8 The Certificate does not imply that any Certification is approved by any accreditation authority or any Government Ministers.

No Misrepresentation of Certification

7.9 The **Client** must not:

- (a) engage in any conduct which might mislead, deceive or confuse any person in relation to; or
- (b) otherwise misrepresent the nature, status, scope or effect of its Certification.

7.10 The **Client** must promptly comply with any directions given by **SMR** to correct any conduct or misrepresentation in breach of clause 7.8.

Suspension, Cancellation or Expiry of Certification

7.11 The **Client**'s Certification shall be suspended with immediate effect in the following circumstances:

- (a) **SMR** gives notice to the **Client** that it considers that Certification is no longer appropriate;
- (b) the **Client** is in breach of these Terms and Conditions;
- (c) the **Client** doesn't allow **SMR** to conduct surveillance audits at requested period;
- (d) a substantial change in the management system of the **Client** occurs without the **Client** notifying the change to **SMR** for its review; or
- (e) if in the case of any management system subject to Certification, there has been a significant change in design or manufacture of such system without the **Client** notifying the change to **SMR** for its review.

7.12 If the **Client**'s Certification is suspended

- (a) **SMR** must within **30** days of notifying the **Client** of the suspension furnish the **Client** with information outlining the steps that must be taken by the **Client** to enable the suspension to be lifted;
- (b) the **Client** must immediately take all steps necessary to enable the suspension of its Certification to be lifted; and
- (d) the **Client** must take all steps reasonably required by **SMR** to prevent the public being misled or otherwise harmed.

7.13 If **SMR** is satisfied with the remedial action taken by the **Client**, **SMR** may lift the suspension of Certification by notifying the **Client**.

7.14 **SMR** may cancel the **Client**'s Certification with immediate effect by giving notice to the **Client**. If the **Client**'s Certification has remained suspended for a period of more than **90** days.

7.15 If the **Client**'s Certification expires or is cancelled or the Contract is terminated under clause **12**, the **Client** must immediately:

- (a) pay to **SMR** all amounts due but unpaid by the **Client**;
- (b) cease using any Certification Mark licensed in connection with the **Client**'s Certification (if any);
- (c) withdraw from public display and return to **SMR**, as required by **SMR**, the original of the Certificate;
- (d) cease all advertising, promotions or other publication of the fact of Certification;
- (e) take any steps reasonably required by **SMR** to notify staff, customers and/or suppliers of the expiry or cancellation of Certification;
- (f) take all other necessary steps to ensure that third parties are not misled to believe that the Certification has not expired or been cancelled.

8. CONFIDENTIALITY

8.1 **SMR** must ensure that its staff, agents and contractors treat as confidential, and do not disclose to any other third person

without the prior written consent of the **Client**, any proprietary or confidential information belonging to the **Client** with which **SMR** becomes acquainted during the term of the Contract except that, where **SMR** considers it appropriate, **SMR** may disclose the **Client's** identity and the nature, status, scope or effect of the **Client's** Certification.

8.2 Nothing in **8.1** restricts **SMR** from disclosing information obtained as a result of the services provided, to a relevant regulatory body, wherein **SMR's** opinion, the health or safety of another party may be compromised.

8.3 The obligations of confidentiality under these terms and conditions do not extend to information that:

- (a) is rightfully known to or in the possession or control of the receiving party and not subject to an obligation of confidentiality owed by the receiving party;
- (b) is public knowledge (otherwise than as a result of breach of these terms and conditions);
- (c) is required by an accreditation body to be disclosed; or
- (d) is required by law to be disclosed.

9. INTELLECTUAL PROPERTY RIGHTS

The **Client** acknowledges that:

- (a) **SMR** is the owner of copyright, know-how and other intellectual property rights in the Certification Procedures and any associated documentation; and
- (b) no right, title or interest in the Certification Procedures or that documentation is transferred to the **Client** under the Contract.

10. LIMITATION OF LIABILITY

10.1 **SMR** excludes from these terms and conditions all terms, conditions and warranties implied or conferred by statute (including the MONOPOLY REGULATION AND FAIR TRADE ACT), general law or custom except any term, condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ('non-excludable statutory condition')

10.2 To the fullest extent permitted by law **SMR's** liability to the **Client** for breach of any express provision of these terms and conditions or any non-excludable statutory term, condition or warranty (other than an implied warranty of title) is limited at **SMR's** option to:

- (a) providing the Certification Services again; or
- (b) paying the cost of having the Certification Services supplied again.

10.3 Except to the extent prohibited by the MONOPOLY REGULATION AND FAIR TRADE ACT or any other applicable laws, **SMR** excludes liability for any loss or damage suffered by the **Client** (whether direct, indirect, incidental, special and/or consequential damages or loss of profits whatsoever) arising in any way out of any services rendered by **SMR** or out of the **Client's** product, process or service the subject of Certification by **SMR** or any negligent act or omission of **SMR**, its officers, employees, agents or contractors, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.

11. INDEMNITY

The **Client** must indemnify **SMR** from and against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against **SMR**) that **SMR** may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of these terms and conditions by the **Client**, including, but not limited to, a breach in respect of which **SMR** exercises an express right to terminate these terms and conditions; or
- (b) any loss of or damage to any property or injury to or death of any person;
 - (i) caused by any negligent act or omission or wilful misconduct of the **Client** or its officers and employees;
 - (ii) arising out of or in connection with the **Client's** management system that is the subject of Certification.

12. TERMINATION OF CONTRACT

12.1 The **Client** may terminate the Contract at any time by giving **30** days prior notice to **SMR**.

12.2 **SMR** may terminate the Contract with immediate effect by giving notice to the **Client** if:

- (a) the **Client** breaches any of these terms and conditions (other than in a manner permitting Suspension under clause 7.10) and fails to remedy the breach within **30** days after receiving notice requiring it to do so;
- (b) the **Client** breaches a material provision of these terms and conditions where that breach is not capable of remedy; or
- (c) any event referred to in clause 12.3 happens to the **Client**.

12.3 The **Client** must notify **SMR** immediately if:

- (a) there is any change in the direct or indirect beneficial ownership or control of the **Client**;
- (b) it disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- (c) it ceases to carry on business;
- (d) it ceases to be able to pay its debts as they become due;
- (e) any step is taken by a mortgagee to take possession or dispose of the whole or any part of its assets, operation or business;
- (f) any step is taken to enter into any arrangement between the **Client** and its creditors;
- (g) any step is taken to appoint a trustee in bankruptcy or administrator or other like person of the whole or any part of its assets or business; or
- (h) where the **Client** is a partnership, any step is taken to dissolve that partnership or a partner dies.

13. AFTER TERMINATION

13.1 On termination of the Contract the **Client** must immediately comply with all its obligations under clause 7.14.

13.2 Clauses **8, 9, 10, 11,** and **13** continue after termination of the Contract.

13.3 Termination of the Contract under clause **12** (Termination) or clause **20** (Force Majeure) does not affect any accrued rights or remedies of either party.

14. APPEALS

The **Client** may have rights of appeal against decisions of **SMR**. Please refer to appeals information as published by **SMR** from time to time and available upon request from the **Client**.

15. ASSIGNMENT

15.1 **SMR** may assign all or any of its rights under the Contract.

15.2 The **Client** must not assign or otherwise transfer all or any of its rights under the Contract without the prior written consent of **SMR**.

16. SEVERABILITY

If all or any part of the Contract is found by a Court of competent jurisdiction to be illegal, void or unenforceable, the illegal, void or unenforceable part(s) may be severed from the Contract and the remaining parts of the Contract shall continue in force.

17. WAIVER

The failure of **SMR** at any time to require performance of any obligation under the Contract is not a waiver of its right at any other time to require performance of that or any other obligation under the Contract.

18. RELATIONSHIP

The contract does not create any fiduciary, employment, agency or partnership relationship between **SMR** and the **Client**.

19. NOTICE

19.1 A party giving notice or notifying under the Contract must do so in writing:

- (a) directed to the recipient's address for correspondence as nominated in the Application or varied by any notice; and
- (b) hand delivered or sent by post or facsimile to that address.

19.2 A notice given in accordance with clause 19.1 is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by post, three days after the date of posting; or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice.

20. FORCE MAJEURE

No party is liable for any failure to perform or delay in performing its obligations under the Contract if that failure or delay is due to war, natural disaster, fire, epidemic, go-slow, lockout or other occurrence beyond that party's reasonable control. If that failure or delay exceeds **60** days, the other party may terminate the Contract with immediate effect by giving notice to the other party.

21. GOVERNING LAW AND JURISDICTION

21.1 The Contract is interpreted and governed by the law applicable Republic of Korea.

21.2 Each party submits to the non-exclusive jurisdiction of the courts of Seoul, Republic of Korea.

Terms and Conditions of Certification Mark License

1. APPLICABILITY

- 1.1 These terms govern the use of the Licensed Certification Mark by the **Client**.
- 1.2 These terms are intended to be consistent with any applicable Rules. If and to the extent that there is any inconsistency between any of these terms and any applicable Rules, the Rules will prevail.
- 1.3 These terms prevail over any other terms that may be communicated by the **Client** in writing or orally, whether in an order, letter, other document, in negotiations or otherwise.
- 1.4 No person acting or purporting to act on behalf of **SMR** shall have authority to waive or change these terms orally. Waivers or changes shall have effect only if made in writing and signed by a duly authorized officer of **SMR**.
- 1.5 **SMR** may vary these terms at any time by notifying the **Client** in writing, including any variation necessary to satisfy any direction given to **SMR** by Accreditation Body.

2. INTERPRETATION

- 2.1 Unless a contrary intention appears, expressions used in these terms have the meanings given to them in the Certification Terms.

2.2 In these terms:

- '**Certificate and License**' means the document entitled 'Certificate and License' issued by **SMR** to the **Client**;
- '**Certification Terms**' means **SMR**'s Terms and Conditions of Certification Services as amended from time to time;
- '**Client**' means the organization or individual seeking Certification;
- '**License**' means the license granted under clause 3.1;
- '**Licensed Certification Mark**' means the **SMR** Certification Mark identified in the Certificate;
- '**Materials**' means products, and information and promotional material about a product, process or service;
- '**Rules**' means rules governing the use of a registered Certification Mark requested by ISO/IEC 17021 standard, applicable IAF Document and Accreditation Body requirements.
- '**SMR**' means System Management Registration Limited (KBN 107 81 97144)

3. LICENCE

- 3.1 The issue of a Certificate and License grants to the Client a non-exclusive license to use the Licensed Certification Mark as a certification trade mark in relation to the certified management system of the **Client** and by reference to the standard or other specified requirement identified in the Certificate and License.
- 3.2 The issue of the License does not restrict **SMR**'s right to use or license the use of the Licensed Certification Mark to any other person.

4. CLIENT'S OBLIGATIONS

General

- 4.1 The **Client** must ensure that the Licensed Certification Mark is:

- (a) not used except in accordance with the License;
- (b) not used in any way which causes confusion or deception or would be likely to deceive or cause confusion; and
- (c) used in accordance with any guidelines on use published by **SMR** from time to time.

Use of Licensed Certification Mark

- 4.3 The **Client** agrees with **SMR**:

- (a) to use the Licensed Certification Mark in accordance with the License and any reasonable directions issued by **SMR** from time to time including directions in relation to statements acknowledging that the **Client** does not own the Licensed Certification Mark;
- (b) on request by **SMR**, to submit samples of Materials;
- (c) to promptly correct any failure to comply with paragraph (a), including by complying with any timely and reasonable directions issued by **SMR** in relation to Materials submitted to **SMR** under paragraph (b);
- (d) not to alter, modify or deface in any way representations of the Licensed Certification Mark;
- (e) to report to **SMR** any suspected or actual unauthorized use of the Licensed Certification Mark of which the Client

becomes aware;

- (f) to provide all access and co-operation reasonably requested by **SMR** to protect the Licensed Certification Mark and to ensure compliance with these terms;
- (g) not to represent that it owns or has any rights in relation to the Licensed Certification Mark other than the License;
- (h) not to question or challenge the validity or ownership of the Licensed Certification Mark;
- (i) not to apply for registration of any trade mark, business name or company name that incorporates any name or logo the same as, substantially identical with or deceptively similar to the Licensed Certification Mark, without the consent of **SMR**.
- (j) not to use Accreditation Bodies marks alone without the Licensed Certification Mark;
- (k) not to use IAF mark ;

5. USE OF CERTIFICATE AND LICENCE

- 5.1 The **Client** must not, without **SMR**'s permission, alter, modify, deface or destroy the Certificate and License
- 5.2 The **Client** may publicise the fact that the License has been granted and may use the Certificate and License as evidence of the License. The **Client** may copy the Certificate and License provided that each copy is clearly identified as a copy.
- 5.3 The original of the Certificate and License remain the property of **SMR** and must be returned immediately if requested by **SMR**.

6. CLIENT'S WARRANTY AND INDEMNITY

- 6.1 The **Client** warrants to **SMR** that the Licensed Certification Mark is used only in accordance with the License, unless otherwise approved in writing by **SMR**.
- 6.2 The **Client** indemnifies **SMR** from and against all losses, damages, expenses and costs (on a solicitor and own client basis and whether incurred by or awarded against **SMR**) that **SMR** may sustain or incur as a result, whether directly or indirectly, of:
 - (a) any breach of these terms by the **Client** including, but not limited to, a breach in respect of which **SMR** exercises an express right to terminate the License; or
 - (b) any negligent act or omission or wilful misconduct of the **Client** or its officers, employees and agents;
 - (c) any loss of or damage to any property or injury to or death of any person resulting, wholly or partly, from any product, process or service in relation to which the Licensed Certification Mark has been used by the **Client**.

7. ADDITIONAL REMEDIES FOR BREACH OF WARRANTY

If the **Client** breaches any warranty in clause 6.1, or any other provision of these terms the **Client** must at its cost:

- (a) immediately notify **SMR** and provide any information reasonably requested by **SMR**;
- (b) promptly comply with any direction which **SMR** may issue to prevent further breach or minimize the adverse consequences of breach (either to **SMR** or to any member of the public), including a direction to:
 - (i) modify or destroy Materials;
 - (ii) provide information (including Materials) to the public;
 - (iii) cease representing, either expressly or by implication, that they have any current Certification or Certificate and License;
 - (iv) keep **SMR** informed, in writing, of action taken pursuant to any direction issued under paragraph (b).

8. SMR'S WARRANTY

SMR warrants that it has all rights required to grant the License to the **Client**.

9. TERMINATION

- 9.1 The License terminates on the expiry date in the Certificate and License or when terminated in accordance with this clause
- 9.2 The **Client** may terminate the License upon giving notice to **SMR**.
- 9.3 If the **Client**'s certification is suspended, cancelled or expires, **SMR** must promptly:

- (a) notify the **Client**; and
- (b) furnish the **Client** with all information reasonably requested by the **Client** to ascertain the nature and extent of the breach.

9.4 If the **Client**'s Certification is:

- (a) suspended in accordance with the Certification Terms, then the License is also suspended and the **Client** must, during the suspension period, comply with any reasonable written directions issued by **SMR** in relation to use of the Licensed Certification Mark;
- (b) cancelled or expires in accordance with the Certification Terms, then the License automatically and immediately terminates.

9.5 **SMR** may terminate the License with immediate effect by giving notice to the **Client** if:

- (a) the **Client** breached any of these terms and fails to remedy the breach within **30** days after receiving notice requiring it to do so; or
- (b) the **Client** breaches a material provision of these terms where that breach is not capable of remedy.

10. APPEALS

The **Client** may have rights of appeal against decisions of **SMR** including rights given by applicable Rules. Please refer to applicable Rules and appeals information published by **SMR** from time to time, and available to the **Client** upon request.

11. AFTER TERMINATION

11.1 On termination of the License, the **Client**:

- (a) must immediately cease using and has no further right to use, including on or in Materials:
 - (i) the Licensed Certification Mark; or
 - (ii) any trade mark including a Certification mark that is substantially identical with or deceptively similar to the Licensed Certification Mark;
- (b) must remove the Licensed Certification Mark from, or destroy all Materials bearing the Licensed Certification Mark in the **Client**'s custody, possession or control; and
- (c) must promptly return the Certificate and License to **SMR**.

11.2 Termination of the License will not affect any accrued rights of any party, including any rights of appeal available to the **Client** under any applicable Rules.

11.3 Clause **11** continues after termination of the License.

12. GENERAL

The provisions of the Certification Terms dealing with limitation of liability, assignment, severability, waiver, relationship, notice, headings, force majeure and governing law and jurisdiction apply, mutatis mutandis, to the License.

SMR Seoul Head Office

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