



# CERTIFICATION AGREEMENT

This agreement (hereinafter referred to as "Agreement") has been entered United Arab Emirates laws between the Client and BUREAU VERITAS DUBAI.

Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between BUREAU VERITAS DUBAI, any affiliated companies of BUREAU VERITAS DUBAI to any person applying for certification services (the "Client") shall be governed by these Agreement.

The Client (hereinafter referred to as "Applicant") and BUREAU VERITAS DUBAI (hereinafter referred to as "Certification Body").

First and Second Party mentioned above together are hereinafter referred to as "Both Parties".

The purpose of this agreement is to define the terms of the alliance. Thereby it is agreed as follows:

## **ARTICLE 1: Scope of Certification**

BUREAU VERITAS DUBAI certifies a broad range of products. Current portfolio of products subject to certification with BUREAU VERITAS DUBAI can be found on VERIGATES (BUREAU VERITAS official Applicant website) demonstrating all Programs, Services, Schemes & Scope adopted technical regulations.

The applicant agrees to mention the scope of certification in the application form upon the application stage. Thereby agrees to complete and adhere to the requirements of the applicable scheme and standards of the applied scope.

## **ARTICLE 2: Responsibilities and Obligations**

**2.1 Applicant Responsibilities:** Applicant accepts and undertakes to:

**2.1.1** Provide all documents and records which are required during certification activities including any changes communicated from BUREAU VERITAS DUBAI during and after certification process.

**2.1.2** The certified products manufactured and supplied by him as specified in the certificate and based on this agreement, will comply with the requirements related to the certification process adopted by BUREAU VERITAS DUBAI including the schemes and standards specified above.

**2.1.3** The products for which the certificate is granted will be produced to the same specifications as the sample that the certification body found by review to be in compliance with the regulations. The applicant shall immediately inform the certification body of any changes to the certified product.

**2.1.4** Make all necessary arrangements needed by BUREAU VERITAS DUBAI to conduct evaluation, surveillance including having access to all locations, equipment, personnel, clients and subcontractor's documentation and information. In addition to allowing the Inspection/Audit Team access to Applicant departments related with applicable certification scheme and to arrange at least one personnel for guiding Inspection Team during inspection/audit, and to answer all questions of Inspection/audit Team, during inspection/audit within the scope of the application. Lastly, accept receiving observers on the audit process by official accreditation bodies or by BUREAU VERITAS DUBAI during the inspection/audit whenever requested.

**2.1.5** Not to use its product certification in such a manner as to bring the BUREAU VERITAS DUBAI into disrepute and does not make any statement regarding its product certification which BUREAU VERITAS DUBAI may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, or terminated, applicant must discontinues the use of BUREAU VERITAS DUBAI Mark of Certification or any reference thereto on all his advertising matters, and takes action as required by BUREAU VERITAS DUBAI.

- if applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- in making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of BUREAU VERITAS DUBAI or as specified by the certification scheme;



**2.1.6** Comply with any requirements that may be prescribed in the certification scheme that relate to the use of marks of conformity, and on information related to the product. Furthermore, applicant cannot make claims regarding certification which is not consistent with the scope of certification.

**2.1.7** Bear responsibility to all complaints raised against him either directly to client or indirectly either to BUREAU VERITAS DUBAI knowledge or the scheme owner and bear all costs resulting of this complain including re inspection and retesting, etc. Furthermore, client must keep record of all complaints made known to the client relating to the compliance with certification requirements and to make these records available to BUREAU VERITAS DUBAI when requested with the appropriate action taken to handle such complaints and any deficiencies found in products that affect compliance with the requirements for certification.

**2.1.8** Inform BUREAU VERITAS DUBAI without delay, of changes that may affect its ability to conform to the certification requirements.

**2.1.9** Not to give the inspection/audit reports (or copies of it) to any third persons without permission by BUREAU VERITAS DUBAI.

**2.1.10** Accept to provide without delay, additional samples whenever requested by Certification Body, which are not previously mentioned in case of need. (This includes either additional units from same selected sample or new samples identified by Certification body for more verification).

**2.1.11** Bear cost of all financial requirements related with the certification process including the different inspections that might take place, including the un-announced visits that might be made by certification body to ensure proper compliance by applicant.

**2.1.12** If any modification (reduction or alteration) in scope of certification, happens due to BUREAU VERITAS DUBAI decision followed by surveillance visit or due to changes affecting certification done by Applicant, Applicant always commits to use the last updated and approved scope of certification in all his related activities. Applicant agrees not to promote any of the reduced scope of certification and to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.

**2.1.13** Shall not copy the granted Certificate(s) in a way that would hinder its legibility, nor shall tamper the original copies or photocopies of the Certificate.

**2.1.14** Shall not translate the certificate and/or test reports to other languages without prior review and consent from the Certification body.

**2.2 Certification Body Responsibilities:** BUREAU VERITAS DUBAI is responsible for:

**2.2.1** Completing the various step of the certification activities, including Assessment, Reassessment, Issuance of certificate, Surveillance and re-certification.

**2.2.2** Storing all information and documents according to confidentiality and security rules by its personnel and experts.

**2.2.3** Assure that BUREAU VERITAS DUBAI Inspection/Audit team will not give any information and documents related with the Applicant to third persons, except for legal necessities by force of law, without getting permission from the Applicant.

**2.2.4** Inform the applicant on the specified information belonging to applicant that will be displayed for sharing with public in any possible means by BUREAU VERITAS DUBAI (website, etc.). The information are as follows:

- Applicant (Company)
- Details (Name, Address)
- Country
- Scope of Certification
- Type of Certification (Process/ Products)
- Certificate of Conformity No.
- Certificate Issuance Date
- ❖ COC Expiry
- ❖ Products Listing
- ❖ Status of certification (Valid, Suspended, Withdrawn)



### **ARTICLE 3: Fees**

3.1 Fees related with the activities under the scope of this agreement, will be charged according to the Quotations/Tables which are shared by mail with the Applicant.

3.2 The applicant shall pay to the certification body fees as defined in the current schedule produced by the certification body. In the case where the certification program includes an annual fee, the applicant agrees to pay the fee on or before the due date in order to extend the certification an additional year. There is no prorated fee or refund for partial year renewals.

### **ARTICLE 4: Validity of Contract**

4.1 This agreement will be effective upon signature by the parties. The agreement is signed once and valid till the expiry of the last certificate of conformity issued by BUREAU VERITAS DUBAI, unless there were major changes in the certification scheme that affect the agreement, then updated Certification Agreement needs to be reviewed and signed by the parties.

### **ARTICLE 5: Limitation of Liability and Indemnity of Certification Body**

5.1 Applicant agrees to hold BUREAU VERITAS DUBAI harmless and to defend and indemnify BUREAU VERITAS against any liability, loss, or damage from claims, demands, costs (including legal fees), or judgments arising out of any negligent or intentional acts of the Applicant or claims from third parties relating to the Product or arising from or relating to information submitted.

5.2 BUREAU VERITAS will not, under any circumstances, be liable to the Applicant for any indirect, special, punitive, or consequential damages, or any third party claims which may arise as a result of the services provided in this Certification Agreement. The maximum aggregate liability of BUREAU VERITAS for damages in connection with this Certification Agreement shall not exceed the Saudi Technical Regulations and/or standards Certification program evaluation fee for each relevant application paid to BUREAU VERITAS by the Applicant.

5.3 The Certificate issued is for the exclusive use of Bureau Veritas' Applicant and is provided pursuant to the agreement between Bureau Veritas and its Applicant. BUREAU VERITAS responsibility and liability are limited to the terms and conditions of the agreement. BUREAU VERITAS assumes no liability to any party, other than to the Applicant in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Applicant is authorized to permit copying or distribution of this Certificate and then only in its entirety. Any use of the BUREAU VERITAS name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by BUREAU VERITAS.

5.4 The Applicant undertakes that the information, samples and related documents supplied to BUREAU VERITAS, are accurate, complete and a true copy. The Applicant also acknowledges that BUREAU VERITAS is relying upon such information, samples or related documents without further verification by BUREAU VERITAS as to its accuracy, completeness or truth. The Applicant agrees to hold BUREAU VERITAS harmless and indemnify the Applicant from any liability of whatever kind or nature, including but not limited to court costs and attorney's fees if information, samples or documentation provided by the Applicant are inaccurate, incomplete or false.

5.5 Intellectual property rights. The Applicant shall guarantee that the Product samples and related documents (including but not limited to certificates and/or reports) provided to BUREAU VERITAS will under no circumstances infringe the legal rights including the intellectual property rights of any other third parties. In case there are any legal proceedings raised with respect to the dispute of the legal rights of any other third parties, the Applicant shall indemnify BUREAU VERITAS against all claims, costs, damages, losses and expenses arising from the exercise or purported exercise of the services as requested by the Applicant.

### **ARTICLE 6: Confidentiality**

6.1 Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering or performing this Agreement, and that shall be in accordance with the provisions of the applicable laws in the United Arab Emirates.

### **ARTICLE 7: Notices**

7.1 Any notices given under this Agreement must be in writing and must be sent by registered mail to the address set out hereinabove.

7.2 Any amendment or additions to this Agreement shall be in writing and signed by Both Parties.



7.3 Should any provision of this Agreement be or become invalid, the validity of the other provisions shall not thereby be affected.

## **ARTICLE 8: Governance**

8.1 This Agreement shall be governed and construed in accordance with the applicable laws in the United Arab Emirates.

## **ARTICLE 9: Disputes**

9.1 All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the certification body. By signing this agreement, applicant acknowledges, recognizes and accepts the procedures of handling complaints and appeals.

## **ARTICLE 10: Surveillance**

10.1 The certification body conducts post-market surveillance on applicant's compliance with his obligations.

10.2 The applicant agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body for post-market surveillance testing.

10.3 Furthermore, to preserve the Certification, Applicant accepts that BUREAU VERITAS DUBAI conducts on site surveillance visits (at least once a year during the period of certification validity) in accordance with the type of tests and frequency as specified in the related schemes and applicable standards.

10.4 BUREAU VERITAS DUBAI retains the right of establishing where product tests have to be performed (Customer's facilities or an external laboratory). Applicant accepts to:

- a) Provide BUREAU VERITAS DUBAI with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by BUREAU VERITAS DUBAI.
- b) Send the samples to the external laboratory if needed and to bear the related expenses.

10.5 If the Customer refuses the visit of the Inspectors and/or the tests on samples without convincing reasons, the certification will be suspended.

10.6 The applicant undertakes to keep at disposal of BUREAU VERITAS DUBAI and its inspectors/auditors, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.

10.7 While performing the surveillance, the following issues are always taken into account:

- Non-conformities reports raised during the first certification audits (Pre-Assessment and Actual Assessment) during surveillance BUREAU VERITAS DUBAI shall make sure whether these nonconformities are effectively closed;
- Organizational, document and process/plant changes compared with the previous audit;
- Appeals and complaints against applicant.

10.8 Upon completing of the corrective actions, the same flow of activities is being followed for the surveillance visits (Evaluation, revision, decision).

10.9 BUREAU VERITAS DUBAI communicates the decision taken within **10 working days** from the date of completing the corrective actions raised during the Surveillance Audit by Applicant.

10.10 If the results of the surveillance do not allow the license to be maintained, BUREAU VERITAS DUBAI shall promptly inform the Applicant with reasons and when pending nonconformities exist, BUREAU VERITAS DUBAI establishes for each case a maximum deadline of 60 days to solve such Non-conformities.

10.11 When this period above expires without any action by Applicant, the same procedure of suspension/withdrawal of certificates is being followed. Certification cannot be confirmed to be valid again until the solutions and the corrective actions due to possible Critical Non-Conformities will be effectively closed.



**10.12 Supplementary audits:** Supplementary surveillance audits with intervals of less than 12 months can be required by BUREAU VERITAS DUBAI if Critical nonconformities are found. These inspections will be charged to the Applicant according to the Price List in force at the inspections' dates.

**10.13** Furthermore, if BUREAU VERITAS DUBAI should receive notifications regarding complaints, Non-Conformities or doubts regarding the product conformity or the reliability, BUREAU VERITAS DUBAI has the right to conduct a Supplementary inspection/audit to verify the maintenance of compliance with the Normative Documents and applicable standards which were initially assessed. These notifications may be received also by other Accreditation Bodies and, in this case, auditors from these bodies may accompany the BUREAU VERITAS DUBAI inspectors/auditor, and the Applicant cannot oppose to this. The Supplementary visits may be carried on without any notice. If the Customer should refuse that BUREAU VERITAS DUBAI carries on these verifications, BUREAU VERITAS DUBAI certification will be immediately suspended. The costs of sampling, tests and visits have always to be paid by the Customer.

#### **ARTICLE 11: Changes done by client affecting certification/ Information on modifications or changes in production**

**11.1** In the case changes affecting certification occur from client side, Applicant is obliged to immediately inform Certification Body on any of the below mentioned changes:

1. Any intended modification in the product, its design, its packaging materials, the manufacturing process or the quality management system controlled by the specific certification program.
2. Change or Modification in key personnel appointment or position, such change will affect the product intended for certification due to the interference of those personnel in production or manufacturing of the products.
3. Any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), modification of production process, changes of manufacturing site, changes in the label (content, color or packaging materials) and any other change that is considered to affect certification.

**11.2** In all ways, it is advisable for the client to inform BUREAU VERITAS DUBAI for any changes to identify whether they affect certification.

#### **ARTICLE 12: Complaints handling by Applicant**

**12.1** The applicant shall keep records and upon request report to the Certification Body any complaints regarding those aspects of the products covered by the certificate. The applicant shall take appropriate action with to respect such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The applicant shall keep records of such action.

**12.2** Applicant is required to maintain records detailing all complaints from their customers indicating that they have investigated the problem, assigned responsibilities, completed corrective actions, and made suitable responses to their customers. These records must be available for BUREAU VERITAS DUBAI review at each assessment, surveillance, or reassessment visit.

**12.3** If any complaint received by Applicant of BUREAU VERITAS DUBAI, applicant or any interested party where it is necessary to visit the applicant premises then applicant shall make all necessary arrangement and demonstrate the actions taken on such complaints.

#### **ARTICLE 13: Publicity**

**13.1** The applicant has the right to publish that it has a certificate for the product to which the certificate applies.

**13.2** Among other methods, the certification body will publicize its authorization of certifying compliance of applicant's product(s) to an applicable standard at the certification body's web site or remove such authorization from such website upon cancellation of this agreement.

#### **ARTICLE 14: Suspension/Withdrawal/Cancellation of Certificate**

**14.1** Certification body can revoke the certificate in case of failing to comply with this Agreement and its terms and conditions and the terms of Certification Body. The certification body can notify the Applicant that it is withdrawing the certificate at any time after its issue.



## **ARTICLE 15: Subcontracting**

**15.1** The applicant agrees to permit elements of the certification process to be performed by a subcontractor authorized by the Certification Body, when applicable. BUREAU VERITAS DUBAI will be informing the Applicant prior proceeding with any subcontracted service(s).

## **ARTICLE 16: Expiration Period for Pending Applications**

**16.1** The applicant agrees that; applications for certification that are pending for more than **180** calendar days from the date it was received (due to identified deficiencies in the application package), will be closed and terminated. If the applicant desires to continue the certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

**16.2** Furthermore, a specific period is allowed for taking actions on non-conformances of certification/surveillance/recertification audit as following:

**90** Days for Corrective actions in Certification assessment

**60** Days for Corrective actions for Surveillance/Re certification assessment.

**60** Days for suspension of certificate (with one final extension to **30** days if applicant provides convincing justification for extension)

Total of **120** Days period for Surveillance and recertification corrective actions provision by applicant.

## **ARTICLE 17: Authorization**

**17.1** Applicant hereby gives the permission to BUREAU VERITAS DUBAI and its staff to perform audit for all required departments and agrees to fulfill payment of all related cost for the certification process, and BUREAU VERITAS DUBAI may start exchanging information and visits once this agreement is signed. This statement shall be considered as authority to execute the certification as agreed in this agreement.

## **ARTICLE 18: Control the Use of Certification Mark (ECAS, EQM..etc)**

**18.1** The applicant acknowledges, recognizes and accepts terms and conditions for the use of Mark of Conformity (ECAS, EQM..etc) including specifications, dimensions, Types of Breach/ Misuse of certification license & Disciplinary Actions and Liabilities, and the Procedure of Control the use of Scheme Owner License, Certificate, and Mark of Conformity (ECAS, EQM...etc).

**18.2** By signing BUREAU VERITAS DUBAI General Conditions for Certification Services (provided by BUREAU VERITAS DUBAI), client accepts all the conditions set forth in this document.